

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

A. BLATTENBERGER

A. There could've been. I don't 100% recall.

Q. We talked a little bit about the manifest earlier. What exactly would be shown on a manifest?

A. There would've been the address of where the product was going, what the product is, contact information for the customer, our timeframe, when we had to arrive, we had our service time, the time that we were supposed to complete the delivery and installation in, and how long we were allowed to actually be there.

Q. Was there routing on the manifest?

A. What do you mean by routing?

Q. Directions on what routes to take for the deliveries?

A. I don't believe so.

Q. Was there an order of deliveries?

A. Yes.

Q. Could you change the order of deliveries around?

A. Not without HDL's consent.

Q. And did Cells Contracting ever

1 A. BLATTENBERGER

2 change the orders of deliveries around?

3 A. I'd like to say yes, but usually it  
4 was HDL's discretion if they decided, like  
5 say a customer called in and said they  
6 weren't going to be there for the delivery,  
7 they would call me and tell me to skip that  
8 delivery and move on to the next. I wasn't  
9 allowed to make those decisions myself,  
10 though.

11 Q. So, you would call someone at HDL if  
12 that situation came up?

13 A. Typically, they would call me. But  
14 yes, there was times where I would also have  
15 to call them if we got to a house and there  
16 was nobody there for the delivery.

17 Q. Did you ever rearrange stops in the  
18 morning after looking at the manifest?

19 A. Well, a few times. They would ask us  
20 in the morning to do pre-calls to where we  
21 called every stop on our route for that day.  
22 And if people didn't answer or said they  
23 needed to reschedule, we would try to get  
24 that handled on the dock before we left the  
25 building so we wouldn't have a whole



1 A. BLATTENBERGER

2 kitchen's worth of appliances on our truck  
3 that we couldn't deliver so it wouldn't block  
4 everything else in.

5 Q. And would you have your guys do the  
6 pre-calls?

7 A. Everybody did pre-calls. It depended  
8 on the day and who was doing what.

9 Q. While Cells Contracting was under  
10 contract with HDL, did it ever service any  
11 other accounts?

12 A. No.

13 Q. Did it ever obtain compensation from  
14 someone other than HDL?

15 A. No.

16 Q. You said that you believe Cells  
17 Contracting had a business bank account,  
18 correct?

19 A. Correct.

20 Q. And were payments for the services  
21 that Cells Contracting provided to its  
22 customers deposit in that bank account?

23 A. HDL would give me a check, and then,  
24 yes, I would deposit that check into my  
25 business banking account.

1 A. BLATTENBERGER

2 Q. Was all income generated by Cells  
3 Contracting deposited into that bank account?

4 A. (No verbal response.)

5 MR. BREHM: Let's go off the  
6 record here. I think we're  
7 having some technical issues.

8 THE VIDEOGRAPHER: The time  
9 is 11:07. And we are going off  
10 the record. This is the end of  
11 media unit number one.

12 (Whereupon, a short recess  
13 was taken.)

14 THE VIDEOGRAPHER: The time  
15 is 11:29 and we are back on the  
16 record. This is the beginning of  
17 media unit number 2.

18 BY MR. BREHM (continued):

19 Q. Mr. Blattenberger you understand you  
20 are still under oath, correct?

21 A. Yes.

22 Q. Before the break here we were  
23 discussing Cel's Contracting business bank  
24 account. Would Cel's Contracting deposit all  
25 income it generated into that bank account?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

A. BLATTENBERGER

A. Yes.

Q. Is that bank account still open?

A. No.

Q. Was it closed when Cel's Contracting closed?

A. Yes.

Q. And what happened to the funds that were in the bank account?

A. Well, they were mostly spent on paying my guys.

Q. Was there any leftover funds after paying your guys?

A. No, HDL Capped out on the last settlement. Almost all of it as they said to claim future claims so actually, they didn't even have enough to pay my guys.

Q. While you were contracted with HDL did you take a salary from Cel's contracting?

A. I wouldn't say a salary. Obviously, I had to get by, but I didn't make very much money.

Q. How would you get paid then?

A. How would I get paid? I mean it was enough to keep the business afloat and me

1 A. BLATTENBERGER

2 from being homeless but after that there  
3 wasn't much left over.

4 Q. My apologies that was a poor  
5 question, but I guess what I was getting at  
6 was. Did you take distributions from Cel's  
7 contracting?

8 A. I don't know.

9 Q. Did you pay yourself a standard  
10 rate?

11 A. I wouldn't say I paid myself a  
12 standard rate. I took just enough to pay my  
13 bills. That's about it.

14 Q. So, you would withdraw money from  
15 the Cel's Contracting account when needed to  
16 pay bills; is that correct?

17 A. Correct.

18 Q. Would the amount you took out depend  
19 on the financial success of Cel's?

20 A. Not really.

21 Q. So, if there was more money in the  
22 bank account you wouldn't take out more  
23 money?

24 A. No.

25 Q. How would you determine what amount

1 A. BLATTENBERGER

2 to distribute to yourself?

3 A. Like I previously stated I would  
4 take enough to pay bills.

5 Q. Is it fair to say that you did not  
6 pay yourself a rate for the labor and  
7 services you provided?

8 A. That would be correct. I didn't pay  
9 myself a daily or an hourly rate or anything  
10 like that. I took the bare minimum needed  
11 just to keep myself afloat.

12 Q. Mr. Blattenberger I'm going to share  
13 my screen with you again with an exhibit I'm  
14 deeming marked as exhibit 2.

15 (Whereupon, the witness was  
16 shown a document marked as  
17 Exhibit 2 for identification as  
18 of this date.)

19 Q. This is an electronic copy of an  
20 excel spreadsheet base labeled HDLK002069.  
21 Specifically, we're looking at a worksheet on  
22 the excel spreadsheet labeled CELCEL.

23 Mr. Blattenberger, can you see this  
24 document.

25 A. More or less.

1 A. BLATTENBERGER

2 Q. Okay, if you have any issues looking  
3 at items that I point out please let me know.  
4 I can zoom in or adjust. At the top of this  
5 document, it says delivery settlement  
6 statement. What is a delivery settlement  
7 statement?

8 A. Sorry, where are you on here?

9 Q. At the very top here. Do you see my  
10 cursor?

11 A. Oh okay, yep, I see it.

12 Q. What is a delivery settlement  
13 statement?

14 A. I believe that is my weekly or  
15 possibly bi-weekly what HDL would pay me.

16 Q. In the upper left corner here, it  
17 says HDLID CELCEL.

18 Do you see that?

19 A. Yes.

20 Q. What does CEL mean?

21 A. I would assume that is what HDL put  
22 in their system for my payroll. For Cel's  
23 Contracting.

24 Q. Right below that it has a driver  
25 column that says Anthony Blattenberger, do

1 A. BLATTENBERGER

2 you see that?

3 A. Yeah.

4 Q. That is you, correct?

5 A. Yeah.

6 Q. Did you receive copies of these  
7 delivery settlement statements from HDL?

8 A. Yes.

9 Q. Were they provided as paper copies?

10 A. Yes.

11 Q. Did you receive them as the owner of  
12 the company?

13 A. Yes.

14 Q. You said you thought these were  
15 either weekly or bi-weekly; is that correct?

16 A. Yes.

17 Q. Would you have to input your name  
18 somewhere to be listed as the driver on these  
19 statements?

20 A. No. I had nothing to do with the  
21 sound of it. This was all HDL.

22 Q. Do you know how they determined who  
23 the driver listed was?

24 A. A shot in the dark. I don't know.  
25 For the most part they did not get those

1 A. BLATTENBERGER

2 right, so I don't know how they determined  
3 that. I think they would mostly put me on  
4 there as I was the Owner/Operator.

5 Q. Looking at this document is there  
6 any way of determining how many days of this  
7 week you actually drove?

8 A. No. Not to my knowledge. I wouldn't  
9 create these. It's what HDL provided me. I  
10 had very little input into these at all.

11 Q. I would like to get an understanding  
12 into what some of these columns mean, if  
13 you're able to see them. In row 6 here there  
14 is a section labeled completed stop CT.

15 Do you see that?

16 A. Yes.

17 Q. And it looks like on 3/12 Monday  
18 3/12 there is 11 completed stops; is that  
19 correct?

20 A. Yes.

21 Q. What consists of a completed stop?

22 A. A stop that we went to where the  
23 customer was home, and we were able to  
24 complete the delivery.

25 Q. Did completion of the delivery



1 A. BLATTENBERGER

2 include installation, if necessary?

3 A. Yes.

4 Q. Anything else include completion of  
5 the delivery?

6 A. No.

7 Q. Below that on row 9 there is a  
8 section labeled CONFINCADDRCT, do you know  
9 what that stands for?

10 A. I would assume it stands for  
11 confirmed incomplete.

12 Q. What is a confirmed incomplete?

13 A. A stop that we went to that we  
14 weren't able to complete.

15 Q. How would you communicate the  
16 inability to complete the stop?

17 A. There was a phone system that we  
18 used. I don't recall the name of it or  
19 anything like that. It was like an app that  
20 all the workers had to have on their phone  
21 and when we would pull up to an address we  
22 had arrived and when we finished, we would  
23 put complete or incomplete. That's how it was  
24 conveyed back to HDL through that app.

25 Q. Cel's contracting paid for confirmed

1 A. BLATTENBERGER

2 incomplete stops?

3 A. I think it was a smaller amount or  
4 none at all. Honestly, I don't recall how  
5 they did that.

6 Q. Okay, on row 11 here there's a  
7 section titled mileage and on the same date  
8 3/12 it says 157. Do you see that?

9 A. Sure.

10 Q. What does this stand for?

11 A. Mileage?

12 Q. Yes.

13 A. Mileage stands for how many miles we  
14 drove in that day.

15 Q. How would you determine the mileage  
16 you drove on that day?

17 A. An odometer.

18 Q. Would you report that number to  
19 someone?

20 A. Yes. Kind of. HDL, when they hand  
21 you the manifest in the morning it has the  
22 mileage listed, like a rough estimate of what  
23 they think it is and that is what is listed  
24 on what you're showing me. My actual mileage  
25 for that day is probably not exactly 157 it

Page 62

1 A. BLATTENBERGER

2 could've been more or less depending on roads  
3 taken.

4 Q. If you were to drive extra mileage  
5 in a given day would that be reflected on  
6 this document?

7 A. Maybe, this was HDL side of things.  
8 I do recall having issues with them not  
9 paying me the correct mileage. It was a  
10 constant battle with them because more  
11 mileage equals more gas money.

12 Q. The next row down, row 12 is labeled  
13 fuel. Do you see that?

14 A. Sure.

15 Q. It looks like on 3/12 there is 55  
16 dollars and 59 cents listed; is that correct?

17 A. Yes.

18 Q. Is this the amount that HDL paid you  
19 for fuel on that day?

20 A. Yes.

21 Q. And how is that amount determined?

22 A. I couldn't tell you that was on HDL  
23 side of things.

24 Q. Do you recall if it was based on the  
25 mileage figure above that?

1 A. BLATTENBERGER

2 A. Yes, it would've been based on the  
3 mileage.

4 Q. You mentioned you had some back and  
5 forth with HDL on mileage, correct?

6 A. Correct.

7 Q. Explain those instances to me  
8 please.

9 A. Well their paperwork wasn't always  
10 accurate and that's what they would mostly  
11 list on the paperwork you're showing me here.  
12 It's just their computer-generated amount but  
13 if we had stops added or we had go backs or  
14 we had any of a thousand different scenarios  
15 I would usually end up with 50 more miles a  
16 day and they didn't like paying that so they  
17 would just try and stick to what was on their  
18 computer-generated amount for that day.

19 Q. So, for that situation where you  
20 ended up with 50 miles more in a day would  
21 you go to HDL and ask for additional mileage?

22 A. Yes.

23 Q. It sounds like sometimes you were  
24 not paid for that additional mileage; is that  
25 correct?

1 A. BLATTENBERGER

2 A. Correct.

3 Q. Is there times where you were paid?

4 A. Yes.

5 Q. The next row down, we have a row  
6 titled completed and on that 3/12 date it  
7 looks like the number is 335 and 50 cents; is  
8 that correct?

9 A. Yes

10 Q. Is that the amount that HDL paid  
11 Cel's Contracting for completed stops on this  
12 day?

13 A. I believe so, yes.

14 Q. Okay, and we discussed before that  
15 there were 11 completed stops so that works  
16 out to 30 dollars and 50 cents per completed  
17 stop. Is that accurate?

18 A. Sure.

19 Q. Did Cel's ever negotiate a higher  
20 per stop rate?

21 A. Cel's contracting tried, to no  
22 avail.

23 Q. Tell me about that situation.

24 A. 30 dollars is just not feasible to  
25 operate that business model so I showed them

1 A. BLATTENBERGER

2 my paperwork and my expenses and explained to  
3 them that if they wanted me to stick around  
4 and be successful that I would need x amount  
5 per stop, and they couldn't care less.

6 Q. So, the negotiation wasn't  
7 successful, is that fair?

8 A. Yes.

9 Q. During your time with HDL did the  
10 amount paid per stop vary at all?

11 A. I don't believe so.

12 Q. Row 15 here it says CONFINADDR I  
13 think we discussed before this is confirmed  
14 incomplete stop; is that correct?

15 A. Yes.

16 Q. It looks like Cel's contracting was  
17 paid 20 dollars for that one confirmed  
18 incomplete stop; is that correct?

19 A. Yes.

20 Q. Was this a consistent rate that HDL  
21 paid for confirmed incomplete stops?

22 A. I believe it was.

23 Q. Did Cel's ever negotiate a different  
24 rate?

25 A. No.

1 A. BLATTENBERGER

2 Q. Did it ever attempt to?

3 A. Yes.

4 Q. The next row down, 16 says Specials.  
5 What's a special?

6 A. A special is how they would try and  
7 get me to go do extra stuff for them. Say  
8 somebody wasn't home the first time I went  
9 there and then I'm 60 miles away and they  
10 call HDL and HDL would call me and say, "hey  
11 can you go back and I'd say for \$20 it isn't  
12 really worth it for me to go back so they'd  
13 offer me specials on occasion to sweeten the  
14 pot to get me to go back and do something  
15 that they wanted me to do.?"

16 Q. In those situations, would you  
17 negotiate the amount of the special?

18 A. I would try.

19 Q. Was that ever successful?

20 A. Sometimes.

21 Q. Two rows down row 18 says SDO. Do  
22 you see that?

23 A. Yeah.

24 Q. On Monday 3/12 there is an amount  
25 listed for 94.50; is that correct?

1 A. BLATTENBERGER

2 A. Yes.

3 Q. What is an SDO?

4 A. To be honest I don't recall. I think  
5 it was something to do with the zone I was  
6 delivering in. If it was something like Erie  
7 County or Chautauqua County. Something along  
8 those lines but I'm not 100%.

9 Q. This is an extra payment for  
10 operating in that zone, is that your  
11 recollection?

12 A. I believe so, like I said I don't  
13 recall.

14 Q. Scrolling down to the bottom half of  
15 this statement here there is a section titled  
16 do home delivery link.

17 Do you see that?

18 A. Yeah.

19 Q. Okay, is this what you would refer  
20 to your trucking expenses?

21 A. The line under it where it says  
22 Truck Rental, yes.

23 Q. So, the line below it?

24 A. Yes.

25 Q. Okay, and all the lines below here



1 A. BLATTENBERGER

2 these are amounts that were deducted from  
3 Cel's settlement statement; is that correct?

4 A. It looks to be.

5 Q. So, the first category here truck  
6 rental, the amount listed is 575, correct?

7 A. Yes.

8 Q. And this is for the trucks that  
9 Cel's Contracting was renting potentially  
10 from Enterprise?

11 A. Well HDL was leasing them and then  
12 charging me.

13 Q. Sure, so it was HDL facilitated  
14 rental program.

15 A. Yes, and that would've been the fee  
16 for one truck.

17 Q. Cel's agreed to have that amount  
18 deducted from its compensation; is that  
19 correct?

20 A. Not exactly. It's complicated. They  
21 told me that they weren't charging me a fee.  
22 That they would charge me the same amount  
23 Enterprise would charge me if I went through  
24 them through my own means and it turned out  
25 that was not accurate and that they were

1 A. BLATTENBERGER

2 charging me money on top of what Enterprise  
3 was charging me. So, they were charging for  
4 the truck and as well whatever fee they were  
5 taking for themselves.

6 Q. How did you find out they were  
7 charging more money than what Enterprise  
8 would directly?

9 A. I spoke with Enterprise directly and  
10 found that out and then spoke with the  
11 manager at HDL and they confirmed that.

12 Q. Who's the manager at HDL?

13 A. There was a few. There was Scott,  
14 there was a guy named Carl. A whole troop of  
15 them coming and going so it's hard to  
16 recollect any one name.

17 Q. Do you recall which one you spoke to  
18 about the fees for truck rentals?

19 A. I don't recall.

20 Q. After you learned about this did you  
21 then become renting directly from Enterprise?

22 A. I tried, yes.

23 Q. What do you mean by you tried?

24 A. Well, I did rent through Enterprise  
25 on my own but for money issues getting

1 A. BLATTENBERGER

2 charged for the truck I wouldn't have enough  
3 to go through Enterprise for all of my  
4 trucks.

5 Q. If you rented directly through  
6 Enterprise you would pay for the rental  
7 directly through Enterprise, correct?

8 A. Yes.

9 Q. And this 575 amount for your truck  
10 rental was that the standard rental rate that  
11 Cel's contracting paid?

12 A. I believe so, yeah. That was per  
13 truck, per week. That's how that would get  
14 paid.

15 Q. So, did that amount vary based on  
16 the amount of work performed in a given week?

17 A. No, that would've been just per  
18 truck per week. The 575.

19 Q. Scrolling down here a little bit.  
20 Row 37, says work comp. Do you see that?

21 A. Yeah.

22 Q. There's no deduction listed here,  
23 correct?

24 A. Correct.

25 Q. Did Cel's Contracting have a workers

1 A. BLATTENBERGER

2 compensation policy?

3 A. I believe I did.

4 Q. Is that something you obtained  
5 directly through an insurer?

6 A. Yeah, I had Erie Insurance as my  
7 insurance carrier.

8 Q. Do you recall how you found Erie  
9 Insurance?

10 A. HDL refer them to me

11 Q. Did Cel's contracting pay for that  
12 insurance policy directly?

13 A. I believe so, I don't recall.

14 Q. Did that policy cover the workers  
15 that we discussed earlier?

16 A. I would assume so. I don't really  
17 recall how all of this stuff works.

18 Q. The next row down there is a  
19 category Insurance and there is an amount  
20 listed 235, do you see that?

21 A. Yes.

22 Q. What is this?

23 A. That is for some insurance. I don't  
24 recall.

25 Q. Do you recall if it's insurance for

1 A. BLATTENBERGER

2 the trucks that Cel's contracting was  
3 running?

4 A. I don't recall.

5 Q. Was this a consistent deduction on  
6 the settlement statements?

7 A. I believe it was.

8 Q. Do you know if it varied week by  
9 week?

10 A. I don't recall.

11 Q. Do you know if it was dependent on  
12 the amount of work performed in a given week?

13 A. I don't recall.

14 Q. The next row down 39 is performance  
15 bond, do you see that?

16 A. Yes.

17 Q. There is 100 dollars listed.

18 A. Yes.

19 Q. What is a performance bond?

20 A. That was a fee that HDL charged me  
21 as kind of a deposit that they can hold  
22 against me, so I believe they did something  
23 like 2500 to 3000 dollars per truck that I  
24 was running. They would take a performance  
25 bond out and up until they got that limit of

1 A. BLATTENBERGER

2 3 grand or whichever their limit was. So, if  
3 my contract was terminated or something  
4 happened, and I wasn't able to work there  
5 anymore they'd take my performance bond and  
6 keep it. It was like a security deposit.

7 Q. Deduction from Cel's contracting  
8 settlement statement would be made until you  
9 reached that limit; is that correct?

10 A. I believe so, yes.

11 Q. Was it 100 dollars per statement?

12 A. I don't entirely recall. I know they  
13 did it differently. They would charge per  
14 truck, per team that I had. So, I'm not sure  
15 how they did it.

16 Q. This amount deducted would not vary  
17 based on the amount performed in a given  
18 week, correct?

19 A. Correct.

20 Q. On row 42 here there is a section  
21 here called merchandise claim. Do you see  
22 that?

23 A. Yeah.

24 Q. There is an amount listed of r75  
25 dollars and 35 cents. Correct?

1 A. BLATTENBERGER

2 A. Yes.

3 Q. What is a merchandise claim?

4 A. The claim is something HDL would  
5 charge me with so if there was a fridge that  
6 we open up, take it out of the box at a  
7 customer's house and there is a dent on it.  
8 On the door or on the side or something like  
9 that. They would say that because I didn't  
10 open it up and check it in the warehouse that  
11 morning, they were going to charge me for  
12 that damage, so that's what that is. I  
13 believe.

14 Q. The amount listed here is a charge  
15 for that damage; is that correct?

16 A. I would assume so. Some form of  
17 damage to an appliance.

18 Q. Is there any way of knowing whether  
19 the merchandise was damaged in this given  
20 week?

21 A. No, you wouldn't know if it was from  
22 the warehouse guy clamping it too tight when  
23 he was moving it in the warehouse or if it  
24 happened when it was being shipped there.  
25 There's really no way to know how or where it

1 A. BLATTENBERGER

2 got damaged, and they wanted us to open up  
3 every single box that we had in the morning  
4 to check for these things which it's just not  
5 feasible on a full day with a thousand cubic  
6 feet of merchandise and to open up every box  
7 and inspect every single item would take  
8 hours. It just wasn't a realistic thing, but  
9 they would still take money every chance they  
10 got.

11 Q. Is there any way of knowing when the  
12 damage to the merchandise occurred?

13 A. No.

14 Q. I take it that Cel's contracting had  
15 merchandise claims deducted from its  
16 settlement statements, correct?

17 A. Yeah, I'm pretty sure that line  
18 means right there. I'm taking 75 dollars.

19 Q. Do you recall if they were usually  
20 deducted in the week that the damage occurred  
21 to the merchandise?

22 A. Oh no. Their policy for claims is  
23 ridiculous. It was basically, they could get  
24 it claimed from a year prior. Just from  
25 somebody calling and saying we found a ding

Page 76



1 A. BLATTENBERGER

2 on our fridge and HDL would claim it and say  
3 basically there's no limit to the time that  
4 they could charge me for any claim. So, they  
5 would charge me. I'd get hit with claims for  
6 2000 dollars, 7 months after they supposedly  
7 happened. So, this was a constant and  
8 frequent problem that I dealt with HDL.

9 Q. So, there is no way of knowing which  
10 driver, helper was involved in the delivery  
11 of this merchandise?

12 A. I mean it could be narrowed down but  
13 to know exactly who how or when it happened,  
14 no. There's no way.

15 Q. When Cel's Contracting paid these  
16 merchandise claims would it charge those back  
17 to the drivers if they could find out who the  
18 driver was?

19 A. I tried my hardest not to do that.  
20 These guys had families and stuff, so it was  
21 really tough to charge them anything. That's  
22 kind of how all the contractors operated  
23 there but I tried my hardest not to charge  
24 anybody. For the most part I would just eat  
25 the damage claims.

Page 77

1 A. BLATTENBERGER

2 Q. Did Cel's contracting have an option  
3 to submit the damage claims to its insurance?

4 A. I don't recall.

5 Q. The next row down row 43 there's a  
6 section in-home damage claim. Do you see  
7 that?

8 A. Yeah.

9 Q. There's no in-home damage claim  
10 deduction listed here, correct?

11 A. Correct.

12 Q. What is an in-home damage claim?

13 A. That could be a customer saying we  
14 scratched their floor or put a ding in their  
15 floor or the appliance itself. Any list of  
16 issues. Could say I put a crack in their  
17 driveway with the weight of my truck. Could  
18 be anything and everything.

19 Q. Did Cel's Contracting have in-home  
20 damage claims deducted from its settlement  
21 statements?

22 A. Oh yeah.

23 Q. Would those deductions occurred in  
24 the week that the damage occurred?

25 A. No. It could be months and months

1 A. BLATTENBERGER

2 later. It could be a customer calling in and  
3 say Oh we noticed our floor is scratched and  
4 HDL would say okay and then they would charge  
5 me.

6 Q. So, is it true that when those  
7 deductions occurred it may or may not have  
8 been related to the work performed in that  
9 week?

10 A. Yes.

11 Q. For in-home damage claims would  
12 Cel's Contracting have the option to submit  
13 the claim to insurance?

14 A. I don't recall.

15 Q. Is this a similar situation where  
16 you tried to not charge the delivery teams if  
17 you could find them?

18 A. Correct.

19 Q. For the merchandise claims and in-  
20 home damage claims did Cel's Contracting  
21 deduct those as business expenses from its  
22 taxes?

23 A. I don't recall.

24 Q. Row 45 here there's a section for  
25 uniforms. Did Cel's Contracting have

1 A. BLATTENBERGER

2 uniforms?

3 A. Yes. It wasn't Cel's Contracting  
4 uniforms. They were uniforms supplied by HDL.

5 Q. What were those uniforms?

6 A. They were navy blue shirts that said  
7 HDL HomeDeliveryLink on them. They charged me  
8 for that stock, but I don't remember how much  
9 it was. We had to wear navy blue pants as  
10 well that we had to buy at our own -- like  
11 Dickies.

12 Q. Did Cel's Contracting pay for those  
13 uniforms directly?

14 A. I do believe HDL charged me for  
15 uniforms I just don't recall the amount or  
16 the dates.

17 Q. Do you recall if the amount was  
18 deducted from the settlement statements?

19 A. I believe it was.

20 Q. You said the uniforms said HDL on  
21 them; is that correct?

22 A. Yes.

23 Q. Row 48 here there is a section  
24 called other and there is an amount listed  
25 for 3 dollars and 76 cents. Do you see that?

Page 80

1 A. BLATTENBERGER

2 A. Yeah.

3 Q. What is that?

4 A. Well, all the way to the left of  
5 that it says a claim fee. I assume that's a  
6 fee they charge me to charge me.

7 Q. By that do you mean it's related to  
8 the merchandise claim?

9 A. I would assume it would be.

10 Q. Is it fair that this amount is  
11 unrelated to the work that was performed in  
12 the week?

13 A. I would say that it's related to the  
14 claims. Aside from that I couldn't tell you.

15 Q. The next row down, 49, admin  
16 services. Do you see that?

17 A. Yes.

18 Q. What is this?

19 A. That is just what HDL would take for  
20 themselves out of my settlement.

21 Q. Do you know how this amount was  
22 calculated/

23 A. No.

24 Q. Is this charge related to the work  
25 that was performed in a given week?

1 A. BLATTENBERGER

2 A. I don't believe so.

3 Q. You mentioned that you received  
4 paper copies of these settlement statements,  
5 correct?

6 A. Correct.

7 Q. Do you still have those copies?

8 A. I lost a lot of stuff in a flood  
9 that I had but I think I still have a couple  
10 things laying around.

11 Q. I'm going to share my screen one  
12 more time here mister Blattenberger. I'm  
13 displaying what I'm deemed marked as exhibit  
14 three.

15 (Whereupon, the witness was  
16 shown a document marked as  
17 Exhibit 3 for identification as  
18 of this date.)

19 Q. This is an electronic copy of an  
20 excel spreadsheet base labeled HDLK002178.  
21 Once again, we're going to look at the  
22 worksheet titled CELCEL.

23 Do you see this?

24 A. Yes.

25 Q. This is another delivery settlement

1 A. BLATTENBERGER

2 statement, correct?

3 A. Yes.

4 Q. This one for the week ending in 7/30  
5 2016, correct?

6 A. Okay, yes.

7 Q. Row 3, driver. Says Tony  
8 Blattenberger. Is that you?

9 A. Yes.

10 Q. I'd like to turn to the bottom half  
11 of the page here where we have the category  
12 do home delivery link. Do you see that?

13 A. Yes.

14 Q. At row 48 there's a category called  
15 other with an amount of 200 dollars listed.  
16 Do you see that?

17 A. Yeah.

18 Q. Do you know what that is?

19 A. I have no idea. I don't know.

20 Q. Over on the same row in the left-  
21 hand corner it says CBS and in parenthesis  
22 204, do you see that?

23

24 A. (No verbal response.)

25

1 A. BLATTENBERGER

2  
3  
4  
5 Q. Does that refresh your recollection  
6 of what this might be?

7 A. They charged me for so many  
8 different things it's really hard to recall  
9 them all. That could've been a fee that they  
10 charged me to actually start up the contract  
11 with them. I do recall that there was a fee.  
12 I don't remember the amount but there was a  
13 fee for the startup paperwork that they  
14 processed.

15 Q. When you say start up paperwork do  
16 you mean forming the entity?

17 A. Correct.

18 Q. Does that also include the motor  
19 carrier authority we discussed earlier?

20 A. I don't know.

21 Q. Does this amount, the 200 dollars,  
22 relate to the work that was performed in this  
23 week?

24 A. No.

25 Q. Did you ever receive a W2 form for



1 A. BLATTENBERGER

2 Cel's Contracting?

3 A. I don't recall.

4 Q. Did Cel's Contracting file tax  
5 returns each year it was operational?

6 A. I don't recall.

7 Q. Do you recall if you had an  
8 accountant to assist with Cel's Contracting  
9 taxes?

10 A. I did not.

11 Q. If you did file taxes would that  
12 have been something that you would've done  
13 yourself?

14 A. I believe so.

15 Q. Do you recall if Cel's Contracting  
16 took tax deductions for its business  
17 expenses?

18 A. I don't recall.

19 Q. Do you retain any tax records  
20 related to Cel's Contracting?

21 A. I might.

22 Q. Have you looked for them at all?

23 A. I have not.

24 Q. Did Cel's Contracting ever advertise  
25 for its services?

1 A. BLATTENBERGER

2 A. As far as what? Like trying to do  
3 business elsewhere? To deliver appliances for  
4 another company? I'm not sure what your  
5 question means.

6 Q. Did Cel's Contracting ever try to  
7 deliver for another company?

8 A. No.

9 Q. Do you need to take a short break  
10 sir?

11 A. No.

12 Q. Did Cel's Contracting ever pay for  
13 any type of advertising?

14 A. No.

15 Q. Did Cel's Contracting ever appear on  
16 any of the trucks it operated?

17 A. No. I was told that was not allowed.

18 Q. Who told you that?

19 A. HDL

20 Q. Do you recall who at HDL?

21 A. No.

22 Q. Did the trucks that Cel's  
23 Contracting operated have any logos or  
24 placards on them?

25 A. There was a DOT number that I had to

1 A. BLATTENBERGER

2 have on the door.

3 Q. Was that Cel's Contracting DOT  
4 number?

5 A. Yes.

6 Q. We talked a little bit about the HDL  
7 manager that were at the buffalo warehouse.  
8 You said there was a Scott Macy; is that  
9 correct?

10 A. I know there was a Scott. I think  
11 his last name was something like that, but I  
12 could be wrong.

13 MR. BREHM: Thank you. I  
14 have nothing further.

15 THE VIDEOGRAPHER: We are  
16 off the record at 12:18 PM and  
17 this concludes today's testimony  
18 given by Anthony Blattenberger.

19 The total number of media  
20 units used was two and will be  
21 retained by Veritext Texas.

22 (Whereupon, the deposition  
23 of Anthony Blattenberger was  
24 concluded, at 12:18 p.m.)

25 -o0o-

1 A. BLATTENBERGER

2 C E R T I F I C A T E

3  
4 STATE OF NEW YORK)

5 :ss

6 COUNTY OF QUEENS)

7  
8 I, JUDEEN M. DENNISTON, a Shorthand  
9 Reporter and Notary Public, within and for  
10 the State of New York, do hereby certify:

11 That, the witness whose deposition  
12 is herein before set forth, was duly sworn  
13 by me and that such deposition is a true  
14 record of the testimony given by such  
15 witness.

16 I further certify that I am not  
17 related to any of the parties to this action  
18 by blood or marriage and that I am in no way  
19 interested in the outcome of this matter.

20 IN WITNESS WHEREOF, I have  
21 hereunto set my hand this 19th day of  
22 July, 2021.

23  
24 

25 JUDEEN M. DENNISTON

## A. BLATTENBERGER

## I N D E X

EXAMINATION BY	PAGE
Mr. Brehm	8

## E X H I B I T S

EXHIBIT	DESCRIPTION	PAGE
Exhibit 1	Independent Contractor Agreement	29
Exhibit 2	Excel Spreadsheet (HDLK002069)	57
Exhibit 3	Excel Spreadsheet (HDLK002178)	82

REQUEST PRODUCTION	DESCRIPTION	PAGE
None		

INSERTS	DESCRIPTION	PAGE
None		

\* \* \* \* \*

A. BLATTENBERGER

A C K N O W L E D G E M E N T O F D E P O N E N T

STATE OF \_\_\_\_\_)

:ss

COUNTY OF \_\_\_\_\_)

I, ANTHONY BLATTENBERGER, hereby certify  
that I have read the transcript of my testimony  
taken under oath in my deposition of June 29 ,  
2021; that the transcript is a true, complete  
and correct record of what was asked, answered  
and said during this deposition, and that the  
answers on the record as given by me are true  
and correct.

\_\_\_\_\_  
ANTHONY BLATTENBERGER

SUBSCRIBED AND SWORN BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Page 90

1 Kloppel, Mike, Et Al. v. Homedeliverylink, Inc.

2 Anthony Blattenberger Job No. 4677131

3 E R R A T A S H E E T

4 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

5 \_\_\_\_\_

6 REASON\_\_\_\_\_

7 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

8 \_\_\_\_\_

9 REASON\_\_\_\_\_

10 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

11 \_\_\_\_\_

12 REASON\_\_\_\_\_

13 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

14 \_\_\_\_\_

15 REASON\_\_\_\_\_

16 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

17 \_\_\_\_\_

18 REASON\_\_\_\_\_

19 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

20 \_\_\_\_\_

21 REASON\_\_\_\_\_

22 \_\_\_\_\_

23 \_\_\_\_\_

24 Anthony Blattenberger Date

25 \_\_\_\_\_

[&amp; - amazon]

<b>&amp;</b>	<b>2021</b> 1:13 4:4 88:22 90:11,21	<b>59</b> 63:16	<b>act</b> 39:24 41:7,25 45:9,12
<b>&amp;</b> 2:4,13	<b>204</b> 83:22	<b>6</b>	<b>acted</b> 40:22
<b>0</b>	<b>220</b> 20:10	<b>6</b> 60:13	<b>action</b> 5:14 88:17
<b>06296</b> 1:8	<b>235</b> 72:20	<b>60</b> 67:9	<b>actual</b> 46:20 62:24
<b>1</b>	<b>240</b> 20:10	<b>6:17</b> 1:8	<b>added</b> 64:13
<b>1</b> 29:5 89:10	<b>2500</b> 73:23	<b>6:17cv06296fpg...</b> 5:7	<b>additional</b> 64:21 64:24
<b>10</b> 13:21	<b>29</b> 1:13 4:4 89:11 90:10	<b>7</b>	<b>additionally</b> 10:3
<b>100</b> 51:2 68:8 73:17 74:11	<b>3</b>	<b>7</b> 77:6	<b>address</b> 7:21 14:10,11 51:7 61:21
<b>10:02</b> 1:14 4:3	<b>3</b> 74:2 80:25 82:17 83:7 89:16	<b>7/30</b> 83:4	<b>adjust</b> 58:4
<b>10:09</b> 12:10	<b>3/12</b> 60:17,18 62:8 63:15 65:6 67:24	<b>74</b> 2:5	<b>admin</b> 81:15
<b>10:11</b> 12:15	<b>30</b> 65:16,24	<b>75</b> 76:18	<b>administer</b> 3:17
<b>11</b> 60:18 62:6 65:15	<b>3000</b> 73:23	<b>76</b> 80:25	<b>administration</b> 24:13,17 25:9
<b>11:07</b> 54:9	<b>31</b> 2:6	<b>8</b>	<b>advance</b> 38:8
<b>11:29</b> 54:15	<b>330</b> 2:14	<b>8</b> 89:4	<b>advertise</b> 85:24
<b>12</b> 63:12	<b>3305</b> 88:24	<b>82</b> 89:17	<b>advertising</b> 86:13
<b>12:18</b> 87:16,24	<b>335</b> 65:7	<b>827</b> 2:14	<b>advice</b> 23:14
<b>14001</b> 2:7	<b>35</b> 74:25	<b>9</b>	<b>affiliations</b> 5:18
<b>14075</b> 7:24 12:23	<b>37</b> 71:20	<b>9</b> 61:7	<b>afloat</b> 55:25 57:11
<b>15</b> 13:21 66:12	<b>39</b> 73:14	<b>94.50</b> 67:25	<b>ago</b> 8:18 14:13 29:25
<b>150</b> 20:8	<b>4</b>	<b>a</b>	<b>agree</b> 4:16 25:12 33:12
<b>157</b> 62:8,25	<b>42</b> 74:20	<b>a.m.</b> 1:14	<b>agreed</b> 3:4,10,15 22:21 69:17
<b>16</b> 67:4	<b>43</b> 78:5	<b>able</b> 11:15 29:11 46:15 48:17 60:13 60:23 61:14 74:4	<b>agreement</b> 29:10 29:23 89:11
<b>18</b> 67:21	<b>45</b> 12:3 79:24	<b>absolutely</b> 6:14	<b>ahead</b> 16:21
<b>19th</b> 88:21	<b>4677131</b> 1:23 91:2	<b>accident</b> 13:7 35:24	<b>akron</b> 2:7
<b>2</b>	<b>48</b> 80:23 83:14	<b>account</b> 31:21,23 31:25 34:12 53:17 53:22,25 54:3,24 54:25 55:3,9 56:15,22	<b>al</b> 5:2 91:1
<b>2</b> 54:17 57:14,17 89:13	<b>49</b> 81:15	<b>accountant</b> 85:8	<b>alba</b> 2:8 6:4,4 16:18 35:12
<b>20</b> 66:17 67:11	<b>5</b>	<b>accounts</b> 53:11	<b>allowed</b> 51:13 52:9 86:17
<b>200</b> 83:15 84:21	<b>50</b> 64:15,20 65:7 65:16	<b>accurate</b> 16:16 33:10 64:10 65:17 69:25	<b>alter</b> 45:3
<b>200,000</b> 28:7	<b>53202</b> 2:15		<b>amazon</b> 50:21,24
<b>2000</b> 77:6	<b>55</b> 63:15		
<b>2016</b> 8:18 14:12 17:3 22:10 83:5	<b>5611</b> 4:22 7:23 12:22		
<b>2017</b> 8:18 17:3 22:10	<b>57</b> 89:14		
<b>2018</b> 14:14 17:11 23:23 26:7	<b>575</b> 69:6 71:9,18		



**[amount - books]**

<b>amount</b> 32:14 39:5 56:18,25 62:3 63:18,21 64:12,18 65:10 66:4,10 67:17,24 69:6,17,22 71:9,15 71:16 72:19 73:12 74:16,17,24 75:14 80:15,17,24 81:10 81:21 83:15 84:12 84:21 <b>amounts</b> 69:2 <b>andrew</b> 2:16 5:24 39:14,18 <b>andy</b> 8:6 <b>answer</b> 9:10,19 11:9 16:21 35:13 52:22 <b>answered</b> 90:12 <b>answering</b> 9:8 <b>answers</b> 9:16 90:14 <b>anthony</b> 1:16 4:21 7:18 58:25 87:18 87:23 90:8,18 91:2,24 <b>anybody</b> 77:24 <b>anymore</b> 74:5 <b>apologies</b> 56:4 <b>app</b> 61:19,24 <b>appear</b> 86:15 <b>appearance</b> 5:21 <b>appearances</b> 5:17 <b>appearing</b> 13:3 <b>appliance</b> 75:17 78:15 <b>appliances</b> 25:14 50:8,15 53:2 86:3 <b>appointment</b> 45:22	<b>approximate</b> 17:10 <b>approximation</b> 17:2 <b>area</b> 26:2 <b>arrive</b> 51:10 <b>arrived</b> 61:22 <b>aside</b> 81:14 <b>asked</b> 21:13 22:18 33:20 90:12 <b>asking</b> 15:2 22:16 30:16 38:3 42:15 <b>assemble</b> 50:10 <b>assigned</b> 48:10 <b>assist</b> 42:13 85:8 <b>associated</b> 31:7 46:23,25 <b>assume</b> 58:21 61:10 72:16 75:16 81:5,9 <b>attempt</b> 67:2 <b>attended</b> 30:25 <b>attorney</b> 5:23 <b>attorneys</b> 3:5 6:7 13:13 14:2,6 <b>audio</b> 4:13,14 10:21 <b>authority</b> 24:16 84:19 <b>authorized</b> 3:17 <b>avail</b> 65:22 <b>availability</b> 36:20 <b>avenue</b> 2:14 <b>awkward</b> 9:6  <b>b</b>  <b>b</b> 14:25 89:6 <b>back</b> 12:15 21:22 54:15 61:24 64:4 67:11,12,14 77:16 <b>backs</b> 64:13	<b>ballpark</b> 20:10 <b>bank</b> 31:21 53:17 53:22 54:3,23,25 55:3,9 56:22 <b>banking</b> 53:25 <b>bare</b> 57:10 <b>base</b> 57:20 82:20 <b>based</b> 40:18 63:24 64:2 71:15 74:17 <b>basically</b> 25:14 36:5 42:24 76:23 77:3 <b>basis</b> 40:12 <b>battle</b> 63:10 <b>beginning</b> 5:22 54:16 <b>behalf</b> 2:3,12 5:25 6:6 34:18 <b>believe</b> 24:8,18 26:8 27:16 28:2 31:22 32:11 33:18 33:25 34:8,13 35:14 36:25 37:17 38:10 40:13 41:13 43:9 47:9 50:5,17 50:20 51:19 53:16 58:14 65:13 66:11 66:22 68:12 71:12 72:3,13 73:7,22 74:10 75:13 80:14 80:19 82:2 85:14 <b>believed</b> 28:11 <b>best</b> 9:7 <b>better</b> 48:18,24,25 49:5,7 <b>bi</b> 58:15 59:15 <b>bills</b> 56:13,16 57:4 <b>bit</b> 8:23 15:10 36:3 47:4,6,19 51:4 71:19 87:6	<b>blankets</b> 37:17 <b>blattenberger</b> 1:1 1:16 2:1 3:1 4:1 4:21 5:1 6:1 7:1,2 7:19 8:1,5 9:1 10:1 11:1 12:1,18 13:1 14:1 15:1 16:1,22 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1,24 29:1,12 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1,19 55:1 56:1 57:1,12,23 58:1,25 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1 82:1,12 83:1,8 84:1 85:1 86:1 87:1,18,23 88:1 89:1 90:1,8 90:18 91:2,24 <b>block</b> 53:3 <b>blood</b> 88:18 <b>blue</b> 80:6,9 <b>bond</b> 73:15,19,25 74:5 <b>books</b> 21:7
--	---	--	---

**[bottom - complicated]**

<b>bottom</b> 68:14 83:10 <b>bought</b> 14:13 <b>box</b> 2:6 75:6 76:3 76:6 <b>brands</b> 50:17 <b>break</b> 11:4,5,10 54:22 86:9 <b>breaks</b> 11:6 <b>brehm</b> 2:16 5:24 5:24 8:4,6 12:6,17 21:19 54:5,18 87:13 89:4 <b>brief</b> 26:15 <b>bring</b> 42:6 <b>brought</b> 47:14 <b>brt</b> 31:17 <b>budget</b> 37:2 <b>buffalo</b> 16:5 25:17 35:7 47:6,7 49:18 87:7 <b>building</b> 52:25 <b>buried</b> 43:2 <b>bus</b> 15:7 20:23 <b>business</b> 16:4 23:9 23:18,20 31:11,14 31:22,25 53:17,25 54:23 55:25 65:25 79:21 85:16 86:3 <b>buy</b> 80:10	<b>calling</b> 76:25 79:2 <b>calls</b> 52:20 53:6,7 <b>capped</b> 55:14 <b>care</b> 66:5 <b>carl</b> 70:14 <b>carrier</b> 17:13,16 24:13,16,17 25:8 27:9 72:7 84:19 <b>carry</b> 37:5 <b>case</b> 1:8 5:6 8:8,12 13:11 <b>category</b> 69:5 72:19 83:11,14 <b>caused</b> 35:24 <b>cbs</b> 83:21 <b>cdl</b> 14:25 21:2 <b>cel</b> 58:20 <b>cel's</b> 54:23,24 55:5 55:19 56:6,15,19 58:22 61:25 65:11 65:19,21 66:16,23 69:3,9,17 71:11,25 72:11 73:2 74:7 76:14 77:15 78:2 78:19 79:12,20,25 80:3,12 85:2,4,8 85:15,20,24 86:6 86:12,15,22 87:3 <b>celcel</b> 57:22 58:17 82:22 <b>cell</b> 4:10 13:3 <b>cells</b> 16:11,13,16 17:4,15 18:19 19:11,13 20:11 21:10,15 22:7,12 22:24 23:3,17 24:2,6,10,15 25:3 25:11,20 26:13 27:3 29:17,21 30:17 31:5,14,20 32:9,15,19 33:12	34:9,19 36:11,23 37:11 38:4,12,17 39:6,11 42:20 43:7,18 44:3 45:16 46:23 47:2 50:4,6,19 51:25 53:9,16,21 54:2 <b>cellular</b> 4:8 <b>cents</b> 63:16 65:7 65:16 74:25 80:25 <b>certain</b> 47:12 <b>certification</b> 3:7 <b>certify</b> 88:10,16 90:8 <b>chance</b> 76:9 <b>change</b> 27:2 51:22 52:2 91:4,7,10,13 91:16,19 <b>charge</b> 32:8 69:22 69:23 74:13 75:5 75:11,14 77:4,5,16 77:21,23 79:4,16 81:6,6,24 <b>charged</b> 33:7 71:2 73:20 80:7,14 84:7,10 <b>charging</b> 69:12,21 70:2,3,3,7 <b>chautauqua</b> 68:7 <b>check</b> 53:23,24 75:10 76:4 <b>cheektowaga</b> 16:9 26:5 <b>choose</b> 26:13 <b>chose</b> 38:8 <b>claim</b> 55:16 74:21 75:3,4 77:2,4 78:6 78:9,12 79:13 81:5,8 <b>claimed</b> 76:24	<b>claims</b> 55:16 76:15 76:22 77:5,16,25 78:3,20 79:11,19 79:20 81:14 <b>clamping</b> 75:22 <b>class</b> 14:25 <b>clear</b> 6:14 <b>close</b> 10:16,18 <b>closed</b> 55:5,6 <b>column</b> 58:25 <b>columns</b> 60:12 <b>come</b> 26:16 47:16 <b>comes</b> 16:7 <b>coming</b> 50:21 70:15 <b>commission</b> 90:25 <b>communicate</b> 61:15 <b>communicated</b> 9:4 <b>comp</b> 31:18 71:20 <b>company</b> 15:6,7 15:18,20,23 16:10 16:14 18:14,16,25 22:17,25 23:15 24:20 26:12,14,17 26:20 27:2,7 31:20 59:12 86:4 86:7 <b>compensation</b> 33:14 53:13 69:18 72:2 <b>complete</b> 51:12 60:24 61:14,16,23 90:11 <b>completed</b> 60:14 60:18,21 65:6,11 65:15,16 <b>completion</b> 60:25 61:4 <b>complicated</b> 69:20
<b>c</b>			
<b>c</b> 2:2 24:8 88:2,2 90:2 <b>calculated</b> 81:22 <b>call</b> 22:15 48:15 52:7,11,13,15 67:10,10 <b>called</b> 15:6,24 16:11 22:13 52:5 52:21 74:21 80:24 83:14			

**[computer - day]**

<b>computer</b> 64:12 64:18 <b>computers</b> 38:15 <b>concluded</b> 87:24 <b>concludes</b> 87:17 <b>confinaddr</b> 66:12 <b>confincaddrct</b> 61:8 <b>confirmed</b> 61:11 61:12,25 66:13,17 66:21 70:11 <b>connection</b> 8:7 <b>consent</b> 51:24 <b>consider</b> 23:7 27:8 <b>consistent</b> 35:2 66:20 73:5 <b>consistently</b> 35:10 35:14 49:23 <b>consists</b> 60:21 <b>constant</b> 63:10 77:7 <b>contact</b> 51:9 <b>context</b> 17:23 <b>continue</b> 4:15 <b>continued</b> 12:17 54:18 <b>contract</b> 16:17 17:5,7,13,16 20:12 22:19,22 23:21 26:6,11,13,22 27:9 29:14,17,22 30:5,8 30:16,18,20 31:6 45:14,23 53:10 74:3 84:10 <b>contracted</b> 19:11 27:15 55:18 <b>contracting</b> 16:11 16:13,17 17:4,15 18:19 19:11,13 20:11 21:3,10,15 22:7,12,24 23:4,17	24:2,7,11,15 25:3 25:11,20 27:3,8 29:17,21 30:17 31:5,15,20 32:9,15 32:19 34:19 36:11 36:23 37:11 38:4 38:12,17,18 39:6 39:11 42:21 43:7 43:18 44:4 45:16 46:23 47:2 50:4,4 50:6,19 51:25 53:9,17,21 54:3,23 54:24 55:5,19 56:7,15 58:23 61:25 65:11,21 66:16 69:9 71:11 71:25 72:11 73:2 74:7 76:14 77:15 78:2,19 79:12,20 79:25 80:3,12 85:2,4,8,15,20,24 86:6,12,15,23 87:3 <b>contractor</b> 29:10 29:23 30:24 49:14 89:10 <b>contractors</b> 28:10 28:13,17 38:22,23 38:25 39:6,11 42:21 44:17 47:10 49:6,17,19,25 77:22 <b>conversation</b> 13:19 <b>conversations</b> 4:8 <b>conversely</b> 46:8 <b>conveyed</b> 61:24 <b>copies</b> 59:6,9 82:4 82:7 <b>copy</b> 6:10,13 57:19 82:19	<b>corner</b> 58:16 83:21 <b>corp</b> 24:8,8 <b>corporation</b> 23:4 <b>correct</b> 12:19 13:4 13:5,9 15:8,13,17 17:21 18:20 19:7 19:12,23 20:25 21:4 22:7,8,23 23:2,23,24 24:5 25:18,19 26:7 27:5,6 28:23 30:5 30:6 33:24 34:3 34:21 37:23 38:9 38:10 39:25 40:4 40:23,25 41:2,19 41:20 44:2 45:7,8 46:24 47:3,17 53:18,19 54:20 56:16,17 57:8 59:4,15 60:19 63:9,16 64:5,6,25 65:2,8 66:14,18 67:25 69:3,6,19 71:7,23,24 74:9,18 74:19,25 75:15 76:16 78:10,11 79:18 80:21 82:5 82:6 83:2,5 84:17 87:9 90:12,15 <b>correctly</b> 24:18 26:10 31:3 43:13 <b>cost</b> 33:12 <b>costs</b> 30:25 31:7 <b>could've</b> 18:8 51:2 63:2 84:9 <b>counsel</b> 4:25 5:16 6:12 11:20 <b>county</b> 68:7,7 88:6 90:6	<b>couple</b> 11:6 14:10 36:9 37:2 39:12 42:25 82:9 <b>court</b> 1:2 3:19 5:4 5:11 6:16,18 7:5,9 7:14,20,25 9:22,25 10:13 11:17 12:5 <b>cover</b> 28:18 72:14 <b>covered</b> 36:2 <b>crack</b> 78:16 <b>create</b> 60:9 <b>ct</b> 60:14 <b>cubic</b> 76:5 <b>currently</b> 12:21 20:16 <b>cursor</b> 58:10 <b>customer</b> 51:9 52:5 60:23 75:7 78:13 79:2 <b>customers</b> 53:22 <b>cv</b> 1:8
			<b>d</b>
			<b>d</b> 89:2 90:2,2 <b>daily</b> 57:9 <b>damage</b> 35:23 44:20 75:12,15,17 76:12,20 77:25 78:3,6,9,12,20,24 79:11,20 <b>damaged</b> 75:19 76:2 <b>dark</b> 59:24 <b>date</b> 1:13 29:6 57:18 62:7 65:6 82:18 91:24 <b>dates</b> 80:16 <b>david</b> 2:21 5:8 19:20 49:24 <b>day</b> 20:4,9,10 26:4 36:7 40:16,19 41:16 45:15,17,19

**[day - ends]**

45:21 46:9 47:20 48:19 52:21 53:8 62:14,16,25 63:5 63:19 64:16,18,20 65:12 76:5 88:21 90:21 <b>days</b> 46:3,17 60:6 <b>dealt</b> 77:8 <b>decide</b> 22:11 23:3 44:19 <b>decided</b> 22:6 45:3 52:4 <b>deciding</b> 23:15 <b>decision</b> 42:6 46:2 48:16 <b>decisions</b> 52:9 <b>deduct</b> 38:9 79:21 <b>deducted</b> 33:13 69:2,18 74:16 76:15,20 78:20 80:18 <b>deduction</b> 71:22 73:5 74:7 78:10 <b>deductions</b> 32:4 78:23 79:7 85:16 <b>deem</b> 29:2 <b>deemed</b> 82:13 <b>deeming</b> 57:14 <b>defendant</b> 1:11 2:12 4:25 5:25 8:6 <b>deliver</b> 28:21 50:7 50:10 53:3 86:3,7 <b>delivered</b> 25:13,15 26:2 28:19 <b>deliveries</b> 17:25 33:21 44:6,9 45:7 47:5,20,23,25 50:22 51:18,20,23 52:2 <b>delivering</b> 50:19 68:6	<b>delivery</b> 49:5 51:12 52:6,8,16 58:5,6,12 59:7 60:24,25 61:5 68:16 77:10 79:16 82:25 83:12 <b>denniston</b> 1:18 5:12 88:8,25 <b>dent</b> 75:7 <b>department</b> 16:3 <b>depend</b> 56:18 <b>depended</b> 46:4,14 53:7 <b>dependent</b> 73:11 <b>depending</b> 36:20 41:15 63:2 <b>depends</b> 18:8 <b>deposed</b> 8:9 13:7 <b>deposit</b> 53:22,24 54:24 73:21 74:6 <b>deposited</b> 54:3 <b>deposition</b> 1:16 3:16 4:13,17,20,24 8:21,22 11:7 13:14,24 14:4 87:22 88:11,13 90:10,13 <b>derby</b> 14:17 <b>description</b> 89:9 89:20,23 <b>desk</b> 22:14 <b>desperate</b> 28:9,12 <b>determination</b> 40:2 <b>determine</b> 40:5 48:10,13 49:11 56:25 62:15 <b>determined</b> 59:22 60:2 63:21 <b>determining</b> 60:6	<b>dickies</b> 80:11 <b>different</b> 26:12,14 43:19 48:22 49:10 64:14 66:23 84:8 <b>differently</b> 74:13 <b>ding</b> 76:25 78:14 <b>directions</b> 51:17 <b>directly</b> 32:3 34:20 38:5 70:8,9 70:21 71:5,7 72:5 72:12 80:13 <b>discretion</b> 52:4 <b>discussed</b> 22:2 42:4 47:6 65:14 66:13 72:15 84:19 <b>discussing</b> 54:23 <b>discussion</b> 15:11 <b>displaying</b> 82:13 <b>distribute</b> 57:2 <b>distributions</b> 56:6 <b>district</b> 1:2,3 5:4,5 <b>dock</b> 52:24 <b>doctor's</b> 45:21 <b>document</b> 29:4,8,9 29:11 30:23 57:16 57:24 58:5 60:5 63:6 82:16 <b>documented</b> 42:19 <b>documents</b> 13:23 <b>doing</b> 21:7 44:22 50:22 53:8 <b>dollars</b> 63:16 65:16,24 66:17 73:17,23 74:11,25 76:18 77:6 80:25 83:15 84:21 <b>dollies</b> 37:14 <b>dolly</b> 37:23 <b>door</b> 75:8 87:2 <b>dot</b> 86:25 87:3	<b>drive</b> 45:15,18 63:4 <b>driver</b> 17:25 18:6 18:16 19:5 27:4 27:17 39:22 40:18 40:22 41:5,15,23 45:9 58:24 59:18 59:23 77:10,18 83:7 <b>drivers</b> 18:9 77:17 <b>driveway</b> 78:17 <b>driving</b> 15:3 27:9 46:3,18 <b>drove</b> 20:23 39:23 60:7 62:14,16 <b>due</b> 33:22 <b>duly</b> 88:12
			<b>e</b>
			<b>e</b> 2:2,2,14 88:2,2 89:2,6 90:2,2,2,2,2 91:3,3,3 <b>earlier</b> 13:6 51:5 72:15 84:19 <b>eat</b> 77:24 <b>education</b> 14:19 <b>effect</b> 3:18 <b>eight</b> 39:9 <b>either</b> 27:2 59:15 <b>electronic</b> 57:19 82:19 <b>ellipticals</b> 50:9 <b>empire</b> 20:16,20 <b>employed</b> 20:14 <b>employee</b> 19:21 48:7 <b>employees</b> 38:21 <b>employment</b> 20:13 <b>ended</b> 20:9 21:10 21:15 23:21 64:20 <b>ends</b> 50:24

[entered - guess]

<b>entered</b> 29:18,22 31:5 <b>entering</b> 30:4 <b>enterprise</b> 33:2,9 34:12 35:18,25 36:21 69:10,23 70:2,7,9,21,24 71:3,6,7 <b>entirely</b> 48:20 74:12 <b>entity</b> 23:9,12 84:16 <b>equals</b> 63:11 <b>equipment</b> 25:14 37:10,13,14,19 38:5 50:8,14 <b>equipped</b> 44:23 <b>erie</b> 68:6 72:6,8 <b>esq</b> 2:8,16 <b>estimate</b> 62:22 <b>et</b> 5:2 91:1 <b>everybody</b> 44:7 53:7 <b>exact</b> 30:14 <b>exactly</b> 43:2 51:5 62:25 69:20 77:13 <b>examination</b> 8:3 89:3 <b>example</b> 48:18,23 49:4 <b>excel</b> 57:20,22 82:20 89:13,16 <b>executed</b> 16:17 <b>exhibit</b> 28:25 29:2 29:5 57:13,14,17 82:13,17 89:9,10 89:13,16 <b>expenses</b> 31:12,14 31:24 32:6 66:2 68:20 79:21 85:17	<b>experience</b> 26:24 <b>expires</b> 90:25 <b>explain</b> 64:7 <b>explained</b> 66:2 <b>extra</b> 63:4 67:7 68:9 <b>f</b> <b>f</b> 88:2 90:2 <b>face</b> 10:19 11:25 <b>facilitated</b> 33:9 69:13 <b>fade</b> 10:16 <b>fair</b> 33:17 45:4 46:10 57:5 66:7 81:10 <b>familiar</b> 15:12,21 15:23 16:10 17:12 24:12 29:24 43:4 <b>families</b> 77:20 <b>far</b> 86:2 <b>feary</b> 2:13 <b>feasible</b> 65:24 76:5 <b>federal</b> 24:12,16 25:8 <b>fee</b> 69:15,21 70:4 73:20 81:5,6 84:9 84:11,13 <b>fees</b> 31:17 32:2 70:18 <b>feet</b> 76:6 <b>felt</b> 26:25 <b>figure</b> 63:25 <b>file</b> 85:4,11 <b>filed</b> 5:3 <b>filing</b> 3:6 <b>filled</b> 23:10 30:2 <b>financial</b> 42:12 56:19 <b>financially</b> 5:15 <b>find</b> 19:14 33:3,4 39:18 41:3,21	70:6 77:17 79:17 <b>finding</b> 36:19 <b>finish</b> 9:8,10 <b>finished</b> 20:7 61:22 <b>firm</b> 5:9,12 <b>first</b> 8:25 15:6 18:21 20:24 21:5 22:24 29:9 32:9 67:8 69:5 <b>flat</b> 20:3,5 40:13 41:11 <b>flex</b> 36:11,18 <b>flexed</b> 32:16 <b>flexing</b> 35:3 36:3 <b>flood</b> 42:23 82:8 <b>floor</b> 78:14,15 79:3 <b>foolishly</b> 28:10 <b>force</b> 3:18 <b>forced</b> 11:4 <b>form</b> 3:11 16:19 16:20 22:6 29:14 35:12 75:16 84:25 <b>formed</b> 25:3 <b>forming</b> 23:7,12 27:7 84:16 <b>forth</b> 64:5 88:12 <b>found</b> 37:8 70:10 72:8 76:25 <b>four</b> 32:16 49:24 <b>fpg</b> 1:8 <b>free</b> 46:20 <b>frequent</b> 77:8 <b>fridge</b> 75:5 77:2 <b>friedman</b> 2:4 6:5 <b>friend</b> 19:17 39:20 <b>fuel</b> 63:13,19 <b>full</b> 76:5 <b>funds</b> 55:8,12	<b>further</b> 3:10,15 87:14 88:16 <b>future</b> 55:16 <b>g</b> <b>g</b> 90:2 <b>garvin</b> 2:13 <b>gas</b> 63:11 <b>generated</b> 54:2,25 64:12,18 <b>gentleman</b> 28:2 <b>getting</b> 56:5 70:25 <b>give</b> 6:22 7:11 53:23 <b>given</b> 39:7 40:19 41:16 48:19 63:5 71:16 73:12 74:17 75:19 81:25 87:18 88:14 90:14 <b>gm</b> 28:4 <b>go</b> 4:16 8:23 11:6 12:2,6 15:3 16:21 23:20 36:8 44:22 45:24 46:6 49:3 54:5 64:13,21 67:7,11,12,14 71:3 <b>going</b> 4:3 8:20 9:3 10:20 11:23,24 12:10 26:25 36:6 51:8 52:6 54:9 57:12 70:15 75:11 82:11,21 <b>good</b> 4:2 8:5 <b>grab</b> 49:3 <b>grade</b> 47:9 <b>graduate</b> 14:21 <b>grand</b> 74:2 <b>granite</b> 20:17 <b>grew</b> 39:20 41:4 <b>ground</b> 8:20 <b>guess</b> 16:7 56:5
--	---	--	--



**[guy - judeen]**

<b>guy</b> 70:14 75:22 <b>guys</b> 11:25 22:14 36:9 39:4 43:16 44:6,12,13,15 46:6 46:9 48:7,24 53:5 55:11,13,17 77:20	59:7,21 60:9 61:24 62:20 63:7 63:18,22 64:5,21 65:10 66:9,20 67:10,10 69:11,13 70:11,12 72:10 73:20 75:4 77:2,8 79:4 80:4,7,14,20 81:19 86:19,20 87:6 <b>hdl's</b> 46:14 47:11 48:15 51:24 52:4 <b>hdlid</b> 58:17 <b>hdlk000099</b> 29:8 <b>hdlk000107</b> 29:9 <b>hdlk002069</b> 57:20 89:14 <b>hdlk002178</b> 82:20 89:17 <b>head</b> 9:18 <b>healed</b> 45:25 <b>hear</b> 7:2,7,7 9:23 10:8,11,22,24 12:2 <b>hearing</b> 11:18,19 11:20 <b>held</b> 1:16 4:18 <b>help</b> 8:23 23:11 37:19 <b>helped</b> 17:24 28:2 <b>helper</b> 17:22,24 18:2 39:24 40:18 41:7,16,25 45:12 77:10 <b>helpers</b> 18:6 <b>hereunto</b> 88:21 <b>hey</b> 67:10 <b>high</b> 14:20,21 <b>higher</b> 40:21 65:19 <b>highest</b> 14:18 35:9	<b>hit</b> 77:5 <b>hold</b> 11:25 73:21 <b>home</b> 14:16 60:23 67:8 68:16 78:6,9 78:12,19 79:11,20 83:12 <b>homedeliverylink</b> 1:10 5:3 6:2 8:7 15:12 80:7 91:1 <b>homeless</b> 56:2 <b>honest</b> 7:4 68:4 <b>honestly</b> 62:4 <b>hourly</b> 57:9 <b>hours</b> 76:8 <b>house</b> 14:13 52:15 75:7 <b>how'd</b> 19:14 37:25 40:5	<b>innovel</b> 15:19 <b>input</b> 59:17 60:10 <b>inserts</b> 89:23 <b>inspect</b> 76:7 <b>install</b> 50:10 <b>installation</b> 51:12 61:2 <b>installed</b> 25:13 <b>instances</b> 18:7 64:7 <b>insurance</b> 31:18 37:5 72:6,7,9,12 72:19,23,25 78:3 79:13 <b>insure</b> 37:3 <b>insured</b> 37:5 <b>insurer</b> 72:5 <b>interest</b> 24:2 <b>interested</b> 5:15 88:19 <b>interfere</b> 4:12 <b>interference</b> 4:9 <b>involved</b> 77:10 <b>ish</b> 14:14 <b>issues</b> 10:21 54:7 58:2 63:8 70:25 78:16 <b>it'll</b> 8:23 <b>item</b> 76:7 <b>items</b> 58:3
<b>h</b> 89:6 91:3 <b>half</b> 68:14 83:10 <b>hamburg</b> 4:23 7:24 12:22 <b>hand</b> 6:19 7:15 62:20 83:21 88:21 <b>handled</b> 24:20 52:24 <b>hanson</b> 2:13 <b>happened</b> 27:14 55:8 74:4 75:24 77:7,13 <b>happy</b> 22:16 <b>hard</b> 70:15 84:8 <b>hardest</b> 77:19,23 <b>hdl</b> 15:16,21 16:8 16:15,17 17:5,16 18:15 19:11 20:12 21:3,11,12,16,24 22:3,14 23:6,10,13 23:21 24:20,25 25:12,21 26:6,11 26:25 27:3,8,15,23 27:24 28:6 29:18 29:23 30:3,5 31:6 31:15 32:3,7,10 33:6,6,9 34:14 35:7 36:5 37:12 37:17 38:8,18 43:15,24 45:15 47:9 48:7,10,20 49:2,11,16 50:23 52:11 53:10,14,23 55:14,18 58:15,21	<b>h</b>	<b>i</b>	<b>j</b>
		<b>idea</b> 83:19 <b>identification</b> 29:5 57:17 82:17 <b>implement</b> 44:11 <b>important</b> 9:5 <b>inability</b> 61:16 <b>include</b> 61:2,4 84:18 <b>income</b> 54:2,25 <b>incomplete</b> 61:11 61:12,23 62:2 66:14,18,21 <b>increase</b> 39:2 <b>increased</b> 33:16 <b>independent</b> 29:10 29:23 38:21 89:10 <b>individual</b> 40:24 <b>individuals</b> 42:4 <b>industry</b> 18:12,22 <b>information</b> 51:9 <b>injury</b> 8:14 13:7	<b>innoval</b> 15:19 <b>input</b> 59:17 60:10 <b>inserts</b> 89:23 <b>inspect</b> 76:7 <b>install</b> 50:10 <b>installation</b> 51:12 61:2 <b>installed</b> 25:13 <b>instances</b> 18:7 64:7 <b>insurance</b> 31:18 37:5 72:6,7,9,12 72:19,23,25 78:3 79:13 <b>insure</b> 37:3 <b>insured</b> 37:5 <b>insurer</b> 72:5 <b>interest</b> 24:2 <b>interested</b> 5:15 88:19 <b>interfere</b> 4:12 <b>interference</b> 4:9 <b>involved</b> 77:10 <b>ish</b> 14:14 <b>issues</b> 10:21 54:7 58:2 63:8 70:25 78:16 <b>it'll</b> 8:23 <b>item</b> 76:7 <b>items</b> 58:3
			<b>janeen</b> 21:19 <b>job</b> 1:23 18:21 19:10,14 20:22 21:6 44:8,22 91:2 <b>jobs</b> 21:9,15,24,25 22:2 <b>joshua</b> 39:15 41:19,21 <b>judeen</b> 1:17 5:11 88:8,25

## [judeen's - mind]

<b>judeen's</b> 8:25 <b>july</b> 88:22 <b>june</b> 1:13 4:4 90:10	<b>lakawana</b> 14:22 <b>lawsuit</b> 14:7 <b>laying</b> 82:10 <b>leaderboard</b> 48:24 49:4 <b>leading</b> 16:19 <b>learned</b> 70:20 <b>lease</b> 32:22 35:21 <b>leased</b> 32:21 33:8 <b>leasing</b> 69:11 <b>leave</b> 26:4 <b>left</b> 48:16 52:24 56:3 58:16 81:4 83:20 <b>leftover</b> 55:12 <b>legal</b> 2:21 <b>level</b> 14:18 <b>lg</b> 50:16 <b>licensed</b> 14:25 <b>light</b> 2:13 <b>limit</b> 73:25 74:2,9 77:3 <b>line</b> 68:21,23 76:17 91:4,7,10,13 91:16,19 <b>lines</b> 9:14 68:8,25 <b>link</b> 68:16 83:12 <b>list</b> 39:13 64:11 78:15 <b>listed</b> 59:18,23 62:22,23 63:16 67:25 69:6 71:22 72:20 73:17 74:24 75:14 78:10 80:24 83:15 <b>little</b> 8:23 9:6 15:10 20:21 28:7 47:4,19 51:4 71:19 87:6 <b>lived</b> 14:11	<b>living</b> 42:24 <b>llc</b> 23:7 <b>load</b> 26:3 <b>located</b> 4:21 12:21 <b>location</b> 25:21 26:5 <b>logos</b> 86:23 <b>long</b> 13:19 19:8 20:20 29:25 51:13 <b>look</b> 82:21 <b>looked</b> 85:22 <b>looking</b> 52:18 57:21 58:2 60:5 <b>looks</b> 60:17 63:15 65:7 66:16 69:4 <b>lost</b> 26:11 82:8 <b>lot</b> 30:3 41:22 42:22 46:20 49:22 49:22,25 50:13 82:8	<b>marriage</b> 88:18 <b>matter</b> 5:2 88:19 <b>maximum</b> 32:14 <b>mean</b> 16:6 17:18 18:18 28:15 34:16 36:4 40:15 51:16 55:24 58:20 60:12 70:23 77:12 81:7 84:16 <b>means</b> 69:24 76:18 86:5 <b>media</b> 4:19 54:11 54:17 87:19 <b>meet</b> 13:13 <b>mentioned</b> 37:22 40:24 41:18 44:10 64:4 82:3 <b>merchandise</b> 28:18,22 33:23 36:10 37:16 74:21 75:3,19 76:6,12,15 76:21 77:11,16 79:19 81:8 <b>mess</b> 44:21 <b>mic</b> 10:14,16 <b>michael</b> 39:14 40:25 41:3 <b>microphones</b> 4:5 4:11 <b>middleman</b> 47:9 <b>might've</b> 36:25 <b>mike</b> 1:5 5:2 91:1 <b>mileage</b> 62:7,11,13 62:15,22,24 63:4,9 63:11,25 64:3,5,21 64:24 <b>miles</b> 62:13 64:15 64:20 67:9 <b>milwaukee</b> 2:15 <b>mind</b> 16:7
<b>k</b>	<b>k</b> 90:2 <b>keep</b> 10:15 55:25 57:11 74:6 <b>kept</b> 22:15 <b>kilbourn</b> 2:14 <b>kind</b> 24:14 62:20 73:21 77:22 <b>kitchen's</b> 53:2 <b>kloppel</b> 1:5 91:1 <b>knew</b> 36:6 44:21 46:5,9 <b>know</b> 10:4,5,22 11:5 13:21 15:18 17:20 28:12 37:5 42:22 47:8,11,13 47:18 48:5 50:11 50:23 56:8 58:3 59:22,24 60:2 61:8 73:8,11 74:12 75:21,25 77:13 81:21 83:18 83:19 84:20 87:10 <b>knowing</b> 75:18 76:11 77:9 <b>knowledge</b> 60:8 <b>known</b> 41:22 <b>koppel</b> 5:2	<b>m</b>	
<b>l</b>	<b>l</b> 3:2 90:2 <b>labeled</b> 57:20,22 60:14 61:8 63:12 82:20 <b>labor</b> 57:6 <b>lackey</b> 39:15 41:19 41:21	<b>m</b> 1:17 88:8,25 90:2 <b>macey</b> 28:5 <b>macy</b> 87:8 <b>main</b> 2:5 <b>maintenance</b> 31:2 31:8 35:25 <b>major</b> 50:17 <b>making</b> 42:9 45:7 47:5,20 48:16 <b>manager</b> 22:15 23:6 70:11,12 87:7 <b>manifest</b> 48:8,14 48:18 51:5,6,15 52:18 62:21 <b>march</b> 11:4 <b>marked</b> 29:2,4 57:14,16 82:13,16	

**[mine - party]**

<b>mine</b> 19:17 39:20 <b>minimum</b> 57:10 <b>minute</b> 36:19 <b>minutes</b> 13:21 <b>miserable</b> 26:24 <b>mislead</b> 10:4 <b>mister</b> 82:12 <b>mjp</b> 1:8 <b>model</b> 65:25 <b>monday</b> 60:17 67:24 <b>money</b> 27:16 34:2 38:2,8 55:22 56:14,21,23 63:11 70:2,7,25 76:9 <b>months</b> 77:6 78:25 78:25 <b>morning</b> 4:2 6:23 8:5 26:3 36:8 47:22 52:18,20 62:21 75:11 76:3 <b>morning's</b> 7:11 <b>motor</b> 24:13,15,16 25:8 84:18 <b>mouth</b> 19:16 <b>move</b> 52:8 <b>moved</b> 32:12 <b>moving</b> 37:14,14 37:17 75:23 <b>multiple</b> 48:12	<b>narrowed</b> 77:12 <b>navy</b> 80:6,9 <b>necessary</b> 61:2 <b>need</b> 11:4 28:20 66:4 86:9 <b>needed</b> 24:21 33:21 37:11 39:3 52:23 56:15 57:10 <b>needs</b> 46:5,14 <b>negotiate</b> 65:19 66:23 67:17 <b>negotiation</b> 66:6 <b>neither</b> 49:8 <b>never</b> 25:23 26:17 <b>new</b> 1:3,19 2:7 4:23 5:5 7:24 12:22 14:17 25:4 26:17 27:2 88:4 88:10 <b>night</b> 47:16 <b>nine</b> 29:7 <b>nodding</b> 9:18 <b>nope</b> 13:2 <b>nordic</b> 50:13 <b>notary</b> 1:18 88:9 90:24 <b>note</b> 4:4 <b>notice</b> 1:17 36:5 <b>noticed</b> 79:3 <b>noticing</b> 5:22 <b>number</b> 4:19 5:6 35:9 38:25 54:11 54:17 62:18 65:7 86:25 87:4,19 <b>numbered</b> 29:8	<b>objection</b> 16:18,20 35:12 <b>objections</b> 3:11 5:19 6:3,8 <b>obtain</b> 24:15 32:24 53:13 <b>obtained</b> 34:4 72:4 <b>obviously</b> 44:9 55:20 <b>occasion</b> 39:23 67:13 <b>occurred</b> 76:12,20 78:23,24 79:7 <b>odds</b> 50:23 <b>odometer</b> 62:17 <b>offer</b> 67:13 <b>offered</b> 43:21 <b>officer</b> 3:17 <b>oh</b> 7:5 58:11 76:22 78:22 79:3 <b>okay</b> 6:18,21 7:5,9 7:14 8:12,19 38:12 39:18 58:2 58:11 62:6 65:14 68:19,25 79:4 83:6 <b>once</b> 50:3 82:21 <b>open</b> 55:3 75:6,10 76:2,6 <b>operate</b> 65:25 <b>operated</b> 77:22 86:16,23 <b>operating</b> 32:10 49:16 68:10 <b>operation</b> 31:2,8 <b>operational</b> 85:5 <b>operator</b> 60:4 <b>opportunity</b> 36:15 43:22,25 <b>option</b> 38:11 78:2 79:12	<b>order</b> 9:4 51:20,22 <b>orders</b> 52:2 <b>organize</b> 23:3 <b>outcome</b> 5:16 88:19 <b>overseeing</b> 44:5 <b>owned</b> 22:25 <b>owner</b> 19:18,19 59:11 60:4 <b>ownership</b> 24:2
<b>p</b>			
<b>p</b> 2:2,2 3:2 90:2 <b>p.c.</b> 2:4,13 <b>p.m.</b> 87:24 <b>page</b> 15:11 29:7,9 83:11 89:3,9,20,23 91:4,7,10,13,16,19 <b>paid</b> 19:24,25 20:3 31:16,16,17 40:11 41:9,11 42:10 55:23,24 56:11 61:25 63:18 64:24 65:3,10 66:10,17 66:21 71:11,14 77:15 <b>pants</b> 80:9 <b>paper</b> 42:18 59:9 82:4 <b>paperwork</b> 23:10 24:24,25 28:3 30:2,13 42:23 46:19,22,23 64:9 64:11 66:2 84:13 84:15 <b>parenthesis</b> 83:21 <b>part</b> 11:23 48:9 59:25 77:24 <b>parties</b> 3:6 4:16 88:17 <b>party</b> 5:14			
<b>n</b>			
<b>n</b> 2:2 3:2 89:2 90:2 90:2,2,2 <b>name</b> 5:8 7:16 15:18 18:24 26:19 59:17 61:18 70:16 87:11 <b>name's</b> 8:6 <b>named</b> 70:14 <b>names</b> 39:10			
<b>o</b>			
<b>o</b> 3:2 90:2,2,2 <b>o0o</b> 87:25 <b>oath</b> 3:18 11:14 12:19 54:20 90:10			



**[pay - recall]**

<b>pay</b> 30:25 31:7,11 31:24 32:3 34:19 35:19 38:4 40:3,6 40:8 42:3 47:8 55:17 56:9,12,16 57:4,6,8 58:15 71:6 72:11 80:12 86:12 <b>paying</b> 40:13 55:11,13 63:9 64:16 <b>payment</b> 25:4,8 68:9 <b>payments</b> 42:21 53:20 <b>payroll</b> 33:7 42:14 58:22 <b>pc</b> 6:5 <b>penalty</b> 6:25 <b>pending</b> 11:8 <b>people</b> 36:19 52:22 <b>performance</b> 73:14,19,24 74:5 <b>performed</b> 71:16 73:12 74:17 79:8 81:11,25 84:22 <b>perjury</b> 6:25 <b>person</b> 41:18 <b>personal</b> 8:14 13:7 <b>personally</b> 34:13 34:15,22 37:8 47:21 48:17 <b>phone</b> 11:25 13:4 13:17 61:17,20 <b>phones</b> 4:10 38:13 <b>physically</b> 45:24 47:24 <b>pick</b> 4:6 48:8,18 49:5,6,13,14	<b>piece</b> 30:2,12 <b>placards</b> 86:24 <b>place</b> 4:10,15 26:2 42:23 <b>plaintiff</b> 1:6 2:3 6:6 <b>plaintiff's</b> 6:11 <b>please</b> 4:4,9 5:16 5:20 6:16,20 7:17 7:22 10:6,22 39:13 58:3 64:8 <b>pm</b> 87:16 <b>po</b> 2:6 <b>point</b> 22:6 58:3 <b>pointless</b> 11:24 <b>policy</b> 72:2,12,14 76:22 <b>poor</b> 56:4 <b>poorly</b> 19:25 <b>portion</b> 21:22 <b>positive</b> 16:4 <b>possibly</b> 58:15 <b>pot</b> 67:14 <b>potentially</b> 69:9 <b>pre</b> 52:20 53:6,7 <b>preparation</b> 13:24 <b>present</b> 2:20 22:3 <b>president</b> 24:9,10 <b>presume</b> 15:11 <b>pretty</b> 25:25 32:12 32:12 50:22 76:17 <b>previous</b> 8:22 <b>previously</b> 57:3 <b>prior</b> 13:14 18:14 18:18 19:13 20:22 21:5 27:3 76:24 <b>private</b> 4:7 <b>probably</b> 20:8 30:9 39:9 49:24 62:25	<b>problem</b> 77:8 <b>proceeding</b> 5:20 <b>process</b> 47:5 <b>processed</b> 84:14 <b>product</b> 47:13 48:2,6 50:6,12,18 51:8,8 <b>production</b> 89:20 <b>products</b> 37:20 <b>profit</b> 36:15 <b>program</b> 15:5 33:9 69:14 <b>programmer</b> 20:19 <b>promise</b> 6:21 7:10 <b>properly</b> 44:8 <b>provide</b> 9:16 17:2 25:12,20 30:24 37:11 43:7 <b>provided</b> 25:23 53:21 57:7 59:9 60:9 <b>provider</b> 36:24 <b>public</b> 1:18 88:9 90:24 <b>pull</b> 61:21 <b>purchase</b> 37:14,20 37:25 38:12 <b>purchased</b> 14:16 37:22 <b>purposes</b> 18:9 <b>pursuant</b> 1:17 <b>put</b> 7:14 32:6 33:6 58:21 60:3 61:23 78:14,16	<b>questions</b> 9:17,20 <b>quickbooks</b> 42:16 <b>quickly</b> 32:12 33:16
			<b>r</b>
			<b>r</b> 2:2 88:2 91:3,3 <b>r75</b> 74:24 <b>raise</b> 6:19 <b>ran</b> 32:15 <b>ranzenhofer</b> 2:4 <b>ranzenhoffer</b> 6:5 <b>ratchet</b> 37:15 <b>rate</b> 20:3,5 40:5,8 40:14,21 41:12,14 56:10,12 57:6,9 65:20 66:20,24 71:10 <b>reached</b> 74:9 <b>read</b> 21:22 30:7,18 30:20 31:3 90:9 <b>reads</b> 29:10 <b>realistic</b> 76:8 <b>really</b> 29:25 39:15 49:2 56:20 67:12 72:16 75:25 77:21 84:8 <b>rearrange</b> 52:17 <b>reason</b> 10:21 11:15 91:6,9,12,15 91:18,21 <b>recall</b> 8:15,21 15:22 16:24,25 17:7,9 18:24 19:24 20:5 22:9 24:18,23 25:6,7,10 25:25 26:10,19 27:24 28:4 29:16 29:20,21,25 30:4,7 30:10,17 34:24,25 35:4,15 37:4,7,9 39:10,17 40:7,8,10
		<b>q</b>	
		<b>queens</b> 88:6 <b>question</b> 3:12 9:8 9:9,10,11 10:5,7,8 10:9,23 11:8,9 21:20 56:5 86:5	

**[recall - section]**

40:11,17 41:9,10 41:11 43:13,21,24 51:3 61:18 62:4 63:8,24 68:4,13 70:17,19 72:8,13 72:17,24,25 73:4 73:10,13 74:12 76:19 78:4 79:14 79:23 80:15,17 84:8,11 85:3,6,7 85:15,18 86:20 <b>receive</b> 59:6,11 84:25 <b>received</b> 82:3 <b>recess</b> 12:12 54:12 <b>recognize</b> 29:14 <b>recollect</b> 70:16 <b>recollection</b> 68:11 84:5 <b>recommended</b> 23:5 <b>record</b> 4:3,17 5:18 6:10 7:16,22 12:7 12:11,16 29:7 30:23 54:6,10,16 87:16 88:14 90:12 90:14 <b>recorded</b> 4:20 <b>recording</b> 4:14 <b>records</b> 42:20 85:19 <b>redundant</b> 11:24 <b>refer</b> 15:15 32:4 68:19 72:10 <b>referred</b> 19:18 32:5 <b>reflected</b> 63:5 <b>refresh</b> 84:5 <b>relate</b> 84:22 <b>related</b> 5:13 14:24 79:8 81:7,13,24	85:20 88:17 <b>relation</b> 21:24 <b>relationship</b> 21:10 21:12,16 <b>remember</b> 39:16 80:8 84:12 <b>remotely</b> 1:17 2:9 2:17 4:18 <b>rent</b> 34:5,11 36:23 70:24 <b>rental</b> 32:6,23 33:13 34:17,23 35:2,21 68:22 69:6,14 71:6,10,10 <b>rentals</b> 70:18 <b>rented</b> 33:8 71:5 <b>renting</b> 69:9 70:21 <b>repairs</b> 35:23 <b>repeat</b> 10:9,23 21:17,20 <b>repeated</b> 10:9 <b>repeating</b> 12:3 <b>report</b> 62:18 <b>reporter</b> 1:18 5:11 6:16,18 7:5,9,14 7:20,25 9:22,25 10:13 11:17 12:5 21:23 88:9 <b>represent</b> 8:6 <b>request</b> 89:20 <b>requested</b> 21:21 <b>requesting</b> 6:12 <b>requirement</b> 24:19 <b>reschedule</b> 52:23 <b>reserved</b> 3:12 <b>reside</b> 14:15 <b>respective</b> 3:5 <b>response</b> 8:16 9:13 11:12 54:4 83:24	<b>responsible</b> 31:11 35:22 42:9 <b>retailers</b> 50:11,25 <b>retain</b> 85:19 <b>retained</b> 87:21 <b>returns</b> 85:5 <b>review</b> 13:23 <b>richter</b> 39:14,19 <b>rid</b> 22:20 <b>ridiculous</b> 76:23 <b>right</b> 6:19 11:22 13:8 58:24 60:2 76:18 <b>road</b> 4:22 7:24 12:22 <b>roads</b> 63:2 <b>rochester</b> 25:24 <b>role</b> 44:3 45:6 <b>room</b> 12:24 <b>rothstein</b> 2:21 5:8 <b>rough</b> 62:22 <b>round</b> 44:15 <b>route</b> 52:21 <b>routes</b> 48:25 49:6 49:7 51:17 <b>routing</b> 51:15,16 <b>row</b> 60:13 61:7 62:6 63:12,12 65:5,5 66:12 67:4 67:21 71:20 72:18 73:14 74:20 78:5 78:5 79:24 80:23 81:15 83:7,14,20 <b>rows</b> 67:21 <b>ruined</b> 42:25 <b>rule</b> 8:25 11:3 <b>rules</b> 8:20 <b>run</b> 47:7 <b>running</b> 34:2 35:5 35:10,14 45:16 48:12 73:3,24	<b>s</b> <b>s</b> 2:2 3:2,2 24:8 56:13 75:7 89:6 91:3 <b>safety</b> 24:13,17 25:8 <b>salary</b> 20:2,3 55:19,20 <b>samsung</b> 50:16 <b>samuel</b> 2:8 6:4 <b>saying</b> 76:25 78:13 <b>says</b> 30:23 58:5,17 58:25 62:8 66:12 67:4,21 68:21 71:20 81:5 83:7 83:21 <b>scenarios</b> 64:14 <b>school</b> 14:20,21 15:3,7 20:23 <b>schooling</b> 14:24 <b>scopelitis</b> 2:13 <b>scores</b> 48:25 <b>scott</b> 28:4 70:13 87:8,10 <b>scratched</b> 78:14 79:3 <b>screen</b> 28:25 57:13 82:11 <b>scrolling</b> 68:14 71:19 <b>sdo</b> 67:21 68:3 <b>sealing</b> 3:6 <b>seamlessly</b> 8:24 <b>sears</b> 15:24 16:2 25:15 26:12 47:7 47:10 50:16,18 <b>second</b> 12:8 34:4 <b>section</b> 30:22 60:14 61:8 62:7 68:15 74:20 78:6 79:24 80:23
---	---	---	---

[secure - sure]

<b>secure</b> 37:15 <b>security</b> 74:6 <b>see</b> 9:17,17 29:11 57:23 58:9,11,18 59:2 60:13,15 62:8 63:13 67:22 68:17 71:20 72:20 73:15 74:21 78:6 80:25 81:16 82:23 83:12,16,22 <b>semis</b> 47:15 <b>send</b> 43:10,16,18 <b>sensitive</b> 4:6 <b>sentence</b> 31:3 <b>separately</b> 35:19 <b>service</b> 51:11 53:10 <b>services</b> 19:4,6,13 19:15,18,22 22:18 22:20 25:11,21,23 27:4,18 37:11 44:25 50:3 53:20 57:7 81:16 85:25 <b>servicing</b> 35:17,20 <b>set</b> 24:22 34:17,22 48:2,5 88:12,21 <b>settlement</b> 38:9 55:15 58:5,6,12 59:7 69:3 73:6 74:8 76:16 78:20 80:18 81:20 82:4 82:25 <b>share</b> 57:12 82:11 <b>shareholder</b> 24:4 <b>sharing</b> 28:24 <b>shipped</b> 75:24 <b>shirts</b> 80:6 <b>short</b> 12:12 36:5 43:15 54:12 86:9 <b>shorthand</b> 88:8	<b>shot</b> 59:24 <b>show</b> 9:18 47:21 <b>showed</b> 65:25 <b>showing</b> 62:24 64:11 <b>shown</b> 29:4 30:13 51:5 57:16 82:16 <b>side</b> 63:7,23 75:8 <b>signature</b> 88:24 <b>signed</b> 3:16,19 30:17 <b>signing</b> 30:8 <b>similar</b> 29:16,19 42:17 79:15 <b>single</b> 76:3,7 <b>sir</b> 6:18 7:15 8:17 10:2,17 26:21 86:10 <b>situation</b> 35:2 38:7 52:12 64:19 65:23 79:15 <b>situational</b> 46:14 <b>situations</b> 36:12 45:10 67:16 <b>six</b> 30:22 39:8 <b>skip</b> 52:7 <b>smaller</b> 62:3 <b>software</b> 42:13 <b>sold</b> 25:15 50:16 <b>somebody</b> 17:24 67:8 76:25 <b>sorry</b> 9:22 10:13 11:17 16:20 21:14 21:17 37:21 58:8 <b>sound</b> 59:21 <b>sounds</b> 15:21 29:24 64:23 <b>speak</b> 13:16 <b>special</b> 67:5,6,17 <b>specials</b> 67:4,13	<b>specific</b> 44:11 <b>specifically</b> 30:10 30:12 57:21 <b>spent</b> 55:10 <b>spoke</b> 70:9,10,17 <b>spoken</b> 14:3,7 <b>spreadsheet</b> 57:20 57:22 82:20 89:13 89:16 <b>ss</b> 88:5 90:5 <b>staffing</b> 46:5 <b>stand</b> 62:10 <b>standard</b> 45:20 47:20 56:9,12 71:10 <b>stands</b> 61:9,10 62:13 <b>start</b> 8:19 18:11 22:11,19,21 23:15 28:3,7 84:10,15 <b>started</b> 16:14 20:7 20:8 26:17 32:9 32:11,18 38:17 50:22 <b>starting</b> 24:19 <b>startup</b> 84:13 <b>state</b> 1:19 5:17,20 7:16,21 25:5 31:17 43:10,19 88:4,10 90:4 <b>stated</b> 14:10 57:3 <b>statement</b> 58:6,7 58:13 68:15 69:3 74:8,11 83:2 <b>statements</b> 59:7 59:19 73:6 76:16 78:21 80:18 82:4 <b>states</b> 1:2 5:4 <b>stick</b> 64:17 66:3 <b>stickers</b> 28:8	<b>stillwell</b> 4:22 7:23 12:22 <b>stipulated</b> 3:4,10 3:15 <b>stock</b> 80:8 <b>stop</b> 40:12 52:21 60:14,21,22 61:13 61:16 65:17,20 66:5,10,14,18 <b>stops</b> 52:17 60:18 62:2 64:13 65:11 65:15 66:21 <b>store</b> 16:3 <b>stored</b> 35:6 <b>straps</b> 37:15,15 <b>street</b> 2:5 <b>structured</b> 42:3 <b>student</b> 15:6 20:24 21:5 <b>stuff</b> 21:8 31:18,19 35:25 37:16 45:20 45:22 50:8,14,20 67:7 72:17 77:20 82:8 <b>subject</b> 6:24 <b>submit</b> 78:3 79:12 <b>submitted</b> 24:23 <b>subscribed</b> 90:20 <b>success</b> 56:19 <b>successful</b> 66:4,7 67:19 <b>suite</b> 2:14 <b>supplied</b> 80:4 <b>supposed</b> 51:11 <b>supposedly</b> 77:6 <b>sure</b> 7:6 8:21 17:14 21:19 32:12 38:2,4 39:14 42:9 44:6,7 48:2 50:22 62:9 63:14 65:18 69:13 74:14 76:17
--	--	---	---

**[sure - turning]**

86:4 <b>surgery</b> 45:24 <b>swear</b> 6:16 <b>sweeten</b> 67:13 <b>sworn</b> 3:16,19 88:12 90:20 <b>system</b> 34:7 58:22 61:17 <b>systems</b> 48:22 49:10	<b>term</b> 17:12 43:4 43:12 <b>terminal</b> 16:6 25:18 35:7 43:15 43:16 47:6,7 49:18 <b>terminated</b> 17:8 20:11 26:7 74:3 <b>terminology</b> 15:10 <b>testifying</b> 13:10 <b>testimony</b> 6:22 7:10 87:17 88:14 90:9 <b>texas</b> 5:9,13 87:21 <b>thank</b> 7:25 9:25 87:13 <b>thing</b> 11:7 12:3 18:15 76:8 <b>things</b> 8:23 42:25 44:20,21 49:13 63:7,23 76:4 82:10 84:8 <b>think</b> 8:23 12:6 15:20 16:3 24:10 26:15,16 32:22 43:13,20 54:6 60:3 62:3,23 66:13 68:4 82:9 87:10 <b>thought</b> 23:22 27:13 59:14 <b>thousand</b> 64:14 76:5 <b>three</b> 14:13 18:5 18:14,17,18 19:9 38:20 44:15 82:14 <b>throwing</b> 28:8 <b>tight</b> 75:22 <b>time</b> 1:14 3:12 5:21 11:5 12:9,14 12:25 21:18 22:3	22:4,22 26:15 27:13 28:4,6 31:23 35:11 39:2 39:7 46:20 48:4 48:13,23 50:24,24 51:11,11 54:8,14 66:9 67:8 77:3 82:12 <b>timeframe</b> 51:10 <b>times</b> 12:4 14:11 18:5 32:17 37:2 52:14,19 65:3 <b>title</b> 24:6 60:10 <b>titled</b> 29:22 62:7 65:6 68:15 82:22 <b>today</b> 8:24 9:4 10:4 11:14,16 14:8 15:11 <b>today's</b> 13:14,24 14:3 87:17 <b>told</b> 27:21,22,24 28:6 69:21 86:17 86:18 <b>tony</b> 83:7 <b>top</b> 58:4,9 70:2 <b>total</b> 87:19 <b>tough</b> 77:21 <b>track</b> 50:13 <b>train</b> 27:12 44:13 <b>traina</b> 19:4,6,12 19:14,17,19,20,21 22:18,20 27:4,17 44:25 49:24 50:3 <b>trained</b> 44:7,24 <b>training</b> 15:5 18:9 44:10,11 45:4 46:19,25 <b>transcript</b> 6:11 9:3,15,19 90:9,11 <b>transportation</b> 14:23 18:12,22	<b>travel</b> 43:5,8,14 <b>treadmills</b> 50:9 <b>trial</b> 3:13 13:10 16:20 <b>tried</b> 65:21 70:22 70:23 77:19,23 79:16 <b>troop</b> 70:14 <b>truck</b> 15:3 17:25 18:3 32:18,19,24 33:3,4 34:4 36:9 36:24 37:16 44:15 45:15,25 46:7 48:14 53:2 68:22 69:5,16 70:4,18 71:2,9,13,18 73:23 74:14 78:17 <b>trucking</b> 32:5 68:20 <b>trucks</b> 28:21 31:16 32:10,13,15,17 33:17,21 34:2,9 35:5,10,15,16 36:20,22,24 37:3 39:3 44:5 45:16 47:15 48:13 69:8 71:4 73:2 86:16 86:22 <b>true</b> 79:6 88:13 90:11,14 <b>truth</b> 6:23,24 7:12 11:14,16 <b>try</b> 11:6 36:13,17 52:23 64:17 67:6 67:18 86:6 <b>trying</b> 10:3 36:18 49:12 86:2 <b>turn</b> 4:9 83:10 <b>turned</b> 69:24 <b>turning</b> 30:22
<b>t</b>	<b>t</b> 3:2,2 88:2,2 89:6 90:2,2 91:3,3 <b>take</b> 4:15 11:5,6,9 35:16 36:9 46:3,9 46:15 51:17 55:19 56:6,22 57:4 73:24 74:5 75:6 76:7,9,14 81:19 86:9 <b>taken</b> 1:17 4:24 11:13 12:13 14:23 32:3 54:13 63:3 90:10 <b>talk</b> 9:6 15:9 47:4 47:19 <b>talked</b> 36:3 51:4 87:6 <b>tax</b> 85:4,16,19 <b>taxes</b> 31:17 79:22 85:9,11 <b>team</b> 43:19 74:14 <b>teams</b> 6:6 43:5,8 43:14 49:5,13 79:16 <b>technical</b> 54:7 <b>tell</b> 10:6 11:14,15 27:12 30:14 43:3 52:7 63:22 65:23 81:14		

[two - zoom]

<b>two</b> 18:4,6,9,13,17 18:18 19:9 32:12 33:17 34:2 35:15 38:20 67:21 87:20 <b>type</b> 8:12 21:7 31:19 37:16 86:13 <b>typically</b> 52:13	<b>verify</b> 21:8 <b>veritext</b> 5:9,12 87:21 <b>versus</b> 5:2 <b>video</b> 4:14,20 11:23 <b>videographer</b> 2:21 4:2 5:10 6:15 12:9 12:14 54:8,14 87:15 <b>videotaped</b> 1:16 <b>volume</b> 28:18,21 33:22	<b>weight</b> 78:17 <b>went</b> 16:3 36:18 37:2 49:23 50:2 60:22 61:13 67:8 69:23 <b>western</b> 1:3 5:5 <b>where'd</b> 14:15,21 <b>whereof</b> 88:20 <b>whichever</b> 74:2 <b>whispering</b> 4:7 <b>why's</b> 27:11,20 46:12 <b>wi</b> 2:15 <b>wide</b> 25:25 <b>wisner</b> 39:15 40:25 41:3 <b>withdraw</b> 56:14 <b>witness</b> 6:17 7:3,8 7:13,18,23 9:23,24 10:18 11:18,19,21 29:3 57:15 82:15 88:11,15,20 <b>word</b> 16:5 19:16 <b>work</b> 17:23 20:15 20:16 36:19 71:16 71:20 73:12 74:4 79:8 81:11,24 84:22 <b>worked</b> 18:13 19:5 19:12 28:6 39:11 49:19 <b>worker's</b> 31:18 <b>workers</b> 18:4 22:14 36:7 38:13 38:18 42:7 61:20 71:25 72:14 <b>working</b> 18:11 19:17 22:17 39:7 <b>workout</b> 25:14 50:8,14	<b>works</b> 65:15 72:17 <b>worksheet</b> 57:21 82:22 <b>worth</b> 53:2 67:12 <b>would've</b> 17:24 24:22 26:4 30:3 32:22 33:2,6 38:23 43:15 51:7 64:2 69:15 71:17 85:12 <b>wrong</b> 87:12
<b>u</b>			<b>x</b>
<b>u</b> 3:2 <b>understand</b> 9:12 9:21 10:6,7,10,25 11:11,13 12:19 31:10 35:13 54:19 <b>understanding</b> 31:6 43:11 60:11 <b>uniforms</b> 79:25 80:2,4,4,5,13,15 80:20 <b>unit</b> 4:19 54:11,17 <b>united</b> 1:2 5:4 <b>units</b> 87:20 <b>unrelated</b> 81:11 <b>upper</b> 58:16 <b>usually</b> 44:14 46:19 52:3 64:15 76:19	<b>w</b>		<b>x</b> 1:4,12 66:4 89:2 89:6
	<b>w</b> 90:2 <b>w2</b> 84:25 <b>wages</b> 31:17 <b>waived</b> 3:8 <b>want</b> 6:10,13 7:6 10:4 12:2 <b>wanted</b> 22:20 49:3 66:3 67:15 76:2 <b>warehouse</b> 16:8,8 35:8 37:18 47:11 47:14,21 48:7 75:10,22,23 87:7 <b>way</b> 10:15 48:21 60:6 75:18,25 76:11 77:9,14 81:4 88:18 <b>we've</b> 21:25 42:4 <b>wear</b> 80:9 <b>week</b> 60:7 71:13 71:16,18 73:8,9,12 74:18 75:20 76:20 78:24 79:9 81:12 81:25 83:4 84:23 <b>weekly</b> 19:25 58:14,15 59:15,15 <b>weeks</b> 44:14		<b>y</b>
<b>v</b>			<b>yeah</b> 7:8 15:25 33:18 37:13 47:23 48:4 59:3,5 67:23 68:18 71:12,21 72:6 74:23 76:17 78:8,22 81:2 83:17 <b>year</b> 20:21 28:7 76:24 85:5 <b>years</b> 8:18 14:13 18:14,17,18 19:9 41:22 <b>yep</b> 58:11 <b>york</b> 1:3,19 2:7 4:23 5:6 7:24 12:23 14:17 25:5 88:4,10
<b>v</b> 91:1 <b>vacations</b> 46:15 <b>variations</b> 49:12 <b>varied</b> 73:8 <b>varies</b> 49:15 <b>vary</b> 40:17 41:14 66:10 71:15 74:16 <b>vehicle</b> 30:24 <b>verbal</b> 8:16 9:13 9:16 11:12 54:4 83:24 <b>verbally</b> 9:20			<b>z</b>
			<b>zone</b> 68:5,10 <b>zoom</b> 9:7 58:4

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.



VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).

# **EXHIBIT 19**



1  
2 IN THE UNITED STATES DISTRICT COURT  
3 FOR THE WESTERN DISTRICT OF NEW YORK

4  
5  
6 -----X  
7 MIKE KLOPPPEL, et al.,

8  
9 PLAINTIFFS,

10  
11 -against-

12 Case No.: 6:17-cv-06296  
13 FPG-MJP  
14

15  
16 HOMEDELIVERYLINK, INC.,

17  
18 DEFENDANT.  
19 -----X  
20

21  
22 DATE: APRIL 21, 2021

23  
24 TIME: 2:05 p.m.  
25

VIDEOTAPED DEPOSITION of the  
Plaintiff, MICHAEL COLLINS, taken by the  
Defendant, pursuant to a Notice and to the  
Federal Rules of Civil Procedure, held via  
video teleconference, before Diane Buchanan,  
a Notary Public of the State of New York.

1  
2 A P P E A R A N C E S:  
3

4 LICHTEN & LISS-RIORDAN, P.C.

Attorneys for the Plaintiff Samora Minors

100 Cambridge Street

5 Boston, MA 02114

BY: BENJAMIN WEBER, ESQ.

6 Bjweber@llrlaw.com  
7

SCOPELITIS, GARVIN, LIGHT,

8 HANSON & FEARY, P.C.

Attorneys for the Defendant

9 30 W. Monroe Street

Chicago, Illinois 60603

10 BY: ANDREW J. BUTCHER, ESQ.

Abutcher@scopelitis.com  
11  
12

ALSO PRESENT: Ryan Gallagher, Videographer  
13

14 \* \* \*  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

F E D E R A L S T I P U L A T I O N S

IT IS HEREBY STIPULATED AND AGREED by and between the counsel for the respective parties herein that the sealing, filing and certification of the within deposition be waived; that the original of the deposition may be signed and sworn to by the witness before anyone authorized to administer an oath, with the same effect as if signed before a Judge of the Court; that an unsigned copy of the deposition may be used with the same force and effect as if signed by the witness, 30 days after service of the original & 1 copy of same upon counsel for the witness.

IT IS FURTHER STIPULATED AND AGREED that all objections except as to form, are reserved to the time of trial.

\* \* \* \*

1 MICHAEL COLLINS

2 THE VIDEOGRAPHER: We are now going  
3 on the record at approximately 2:03 p.m.  
4 This is media unit one of the video  
5 recorded deposition of Michael Collins  
6 taken by counsel for defendant in the  
7 matter of Mike Kloppel versus  
8 Homedeliverylink, Inc filed in the United  
9 States District Court for the Western  
10 District of New York, Case No.  
11 6:17-cv-06296-FPG-MJP. This deposition  
12 is being held via zoom. My name is Ryan  
13 Gallagher. The court reporter is Diane  
14 Buchanan. We are both from the firm  
15 Veritext Legal Solutions.

16 At this point all attorneys present  
17 will identify themselves for the record.

18 MR. BUTCHER: Andy Butcher on  
19 behalf of Homedeliverylink.

20 MR. WEBER: And Benjamin Weber on  
21 behalf of the plaintiffs.

22 THE VIDEOGRAPHER: At this time the  
23 court reporter will swear in the witness  
24 and we can proceed.  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

M I C H A E L C O L L I N S, having been  
first duly sworn by a Notary Public of the  
State of New York, was examined and testified  
as follows:

EXAMINATION BY

MR. BUTCHER:

Q. Mr. Collins, can you state your  
full name and address, for the record.

A. 314 Cameron Hill Drive, Rochester,  
New York 11462.

Q. And your name, please?

A. Michael Collins.

Q. Mr. Collins, my name is Andy  
Butcher. I am an attorney representing  
Homedeliverylink or HDL in a lawsuit filed  
against them and a notice of your deposition  
and I will be taking your deposition today.  
Have you had your deposition taken before?

A. I have, yes.

Q. How many times?

A. Once.

Q. What was that in relation to?

A. My company was sued over a damage  
claim.

1 MICHAEL COLLINS

2 Q. And which company was that?

3 A. Collins Home Delivery.

4 Q. Do you recall how long ago that  
5 was?

6 A. About five years ago.

7 Q. What type of damage claim?

8 A. Water damage.

9 Q. So, I'm going to go through some  
10 background rules. You may remember this from  
11 the previous time that you had your  
12 deposition taken, but it's always helpful to  
13 have a refresher at the beginning here. With  
14 the court reporter taking down everything  
15 that is being said, so we have to make sure  
16 we don't talk over each other at all. Normal  
17 human interaction with the question you may  
18 jump in and say Andy, I know the answer and I  
19 want to provide the response. Resist the  
20 urge, make sure you wait until I'm done with  
21 the question before you give your answer. If  
22 you are not, if I at any point interrupt you  
23 while you are not done with an answer, please  
24 let me know you have not finished and I will  
25 go ahead and let you respond, it makes a

Page 6

1 MICHAEL COLLINS

2 clearer record that way. Do you understand?

3 A. Yes.

4 Q. This is not any kind of forced  
5 march here. If you need a break at any  
6 point, let me know. I may need to finish a  
7 question or two on the record but we will  
8 take breaks as needed throughout the  
9 deposition. Is that okay?

10 A. Yes.

11 Q. Also if you don't understand a  
12 question, make sure that you say so and I  
13 will rephrase it. If you proceed with  
14 answering a question it's going to be  
15 excepted that you understood what was being  
16 asked; is that fair?

17 A. Yes.

18 Q. Are you represented by a lawyer  
19 here today?

20 A. Yes.

21 Q. Who was that?

22 A. Ben Weber.

23 Q. How many times have you  
24 communicated with Mr. Weber in preparation  
25 for the deposition?

1 MICHAEL COLLINS

2 A. Twice, three times.

3 Q. Do you recall when were those two  
4 to three times that you communicated with  
5 him?

6 A. Last time was yesterday.  
7 Previously it was probably about six weeks  
8 ago when we were supposed to do this.

9 Q. Have you communicated with anyone  
10 besides your lawyer about this lawsuit?

11 A. No.

12 Q. Do you have any messages through  
13 Facebook with Mike Kloppel about the lawsuit?

14 A. No.

15 Q. What did you do to prepare for the  
16 deposition today?

17 A. Not much. I just got the folder  
18 today so I did prepare some papers for  
19 Mr. Weber and my tax returns and sent them to  
20 him.

21 Q. Other than tax returns what other  
22 paper did you prepare for Mr. Weber?

23 A. Some payroll reports.

24 Q. Do you recall how many payroll  
25 reports you had provided to Mr. Weber?



1 MICHAEL COLLINS

2 A. I believe it was two to three years  
3 worth.

4 Q. I will walk through your  
5 educational background. Did you graduate  
6 high school?

7 A. Yes.

8 Q. Any post-high school schooling?

9 A. A semester of college.

10 Q. You formed Collins Home Delivery in  
11 2011; is that right?

12 A. Yes.

13 Q. Prior to working at Collins Home  
14 Delivery where did you work?

15 A. I was -- Kical Enterprises. It was  
16 a d/b/a doing the same thing.

17 Q. When you say doing the same thing,  
18 where was that?

19 A. I contracted with 3PD and GTS to do  
20 home delivery for Sears.

21 Q. How long were you with Kical  
22 Enterprises for?

23 A. I formed that in 2004.

24 Q. Did you -- is Kical Enterprises  
25 still in business?

1 MICHAEL COLLINS

2 A. No, I changed it to Collins Home  
3 Delivery.

4 Q. Why did you change it to Collins  
5 Home Delivery?

6 A. HDL said we had to be incorporated  
7 to remain in business.

8 Q. Who from HDL told you that?

9 A. I -- that was I believe David Manes  
10 was the manager at the time.

11 Q. And when you were with Kical  
12 Enterprises Kical was providing services to  
13 GTS and 3PD?

14 A. No, not at the same time. GTS was  
15 bought out by 3PD.

16 Q. Kical Enterprises was providing to  
17 GTS and 3PD out of the Rochester location?

18 A. Yes.

19 Q. Prior to Kical Enterprises where  
20 were you working?

21 A. I worked for GTS as an employee  
22 doing deliveries for Sears.

23 Q. What made you decide to leave GTS  
24 as an employee and form Kical Enterprises?

25 A. It wasn't a choice. They said

1 MICHAEL COLLINS

2 either become a subcontractor or find another  
3 job.

4 Q. So GTS switched from an employee  
5 model to independent contractor model?

6 A. Yes.

7 Q. Other than Collins Home Delivery  
8 and Kical Enterprises are there any other  
9 companies that you had an ownership interest  
10 in?

11 A. No.

12 Q. With Collins Home Delivery are you  
13 still the owner of that company?

14 A. No.

15 Q. Is Collins Home Delivery still in  
16 existence?

17 A. No.

18 Q. When did Collins Home Delivery go  
19 out of business?

20 A. Officially when I filed my taxes  
21 last year.

22 Q. You say officially last year, when  
23 was the last time that Collins Home Delivery  
24 had any revenue?

25 A. January of 2019.

1 MICHAEL COLLINS

2 Q. Did Collins Home Delivery have  
3 motor carrier authority from the Federal  
4 Motor Carrier Safety Administration?

5 A. Yes.

6 Q. Was that authority transferred to  
7 Collins Home Delivery by GTS?

8 A. No, by HDL.

9 Q. Walk me how HDL provided GTS with  
10 motor carrier authority?

11 A. They said you have to be  
12 incorporated so they had us fill out some  
13 paperwork and I sent them some money I think  
14 a few hundred dollars and they incorporated  
15 me and switched over all my stuff over for  
16 me.

17 Q. Did you, did Collins Home Delivery,  
18 make filings with Federal Motor Carrier  
19 Safety Administration other than what you are  
20 referring HDL did for you?

21 A. No.

22 Q. Did Collins Home Delivery have any  
23 New York State filings for products?

24 A. No.

25 Q. Were you the sole owner of Collins

1 MICHAEL COLLINS

2 Home Delivery?

3 A. Yes.

4 Q. What was the business address for  
5 Collins Home Delivery?

6 A. Originally it was 163 Arcadia  
7 Parkway, Rochester, New York 14612.

8 Q. Was that different from your home  
9 address?

10 A. That was my home at that time.

11 Q. At some point you switched the  
12 business address of Collins Home Delivery?

13 A. Yes, when I moved.

14 Q. And the Collins Home Delivery  
15 address became the same address as your home  
16 address?

17 A. Yes.

18 Q. Were you the president of Collins  
19 Home Delivery?

20 A. Yes.

21 Q. Did Collins Home Delivery provide  
22 deliveries for Inerval?

23 A. Yes.

24 Q. Did Collins Home Delivery deliver  
25 products for companies other than Inerval?

1 MICHAEL COLLINS

2 A. No.

3 Q. The only revenue source for Collins  
4 Home Delivery was from product delivered for  
5 Inerval?

6 A. Yes.

7 Q. So Collins Home Delivery never  
8 delivered mattresses for another company?

9 A. No.

10 Q. What locations did Collins Home  
11 Delivery provide those delivery services out  
12 of?

13 A. It was 100 100 Mushroom Boulevard,  
14 Rochester, New York 14262.

15 Q. Any other locations that Collins  
16 Home Delivery provided delivery services from  
17 other than the Rochester location?

18 A. Very rarely I would work out of the  
19 Buffalo office. And I did work in Nashville  
20 for maybe a month helping out because they  
21 didn't have enough drivers and out of  
22 Virginia also. Same situation, they didn't  
23 have enough drivers so I worked there for a  
24 couple of months.

25 Q. Nashville, Tennessee you worked out

1 MICHAEL COLLINS

2 of for a month?

3 A. Yes.

4 Q. And you said it was a couple of  
5 months you worked out of the Virginia  
6 location?

7 A. Yes. About that, yes.

8 Q. Collins Home Delivery provide any  
9 general contractor services?

10 A. No.

11 Q. Do you have ownership in any other  
12 company besides Collins Home Delivery between  
13 2011 and the present?

14 A. No.

15 Q. What were your job responsibilities  
16 as president of Collins Home Delivery?

17 A. I do arrange for the trucks, hire  
18 the people, do the payroll, deliver the  
19 product. Look out for all of the taxes,  
20 basically whatever business needed to be  
21 done. I did provide uniforms, obtain them.

22 Q. All right. Uniforms, what uniforms  
23 did you provide?

24 A. Originally when HDL took over we  
25 wore their uniforms that we had purchased

1 MICHAEL COLLINS

2 from them, the shirts, and later I was able  
3 to get my own and I just bought shirts for  
4 them. My company name on them after about  
5 five or six years after HDL came in.

6 Q. And the initial uniforms you are  
7 referring to you said you purchased those  
8 from HDL?

9 A. Yes.

10 Q. Tell us about the uniforms, what  
11 did they --

12 A. Shirts, we had to wear their shirt  
13 and we were required to wear blue pants,  
14 everything had to be blue and I provided  
15 pants. Well, actually employees, my  
16 employees had to buy their own pants. I  
17 provided with hats, jackets and hats.

18 Q. Did the shirt have any writing on  
19 it?

20 A. The HDL shirts that said  
21 Homedeliverylink on them.

22 Q. You referenced hats and jackets as  
23 well as part of the uniform?

24 A. Yes, I provided those and they were  
25 plain navy blue.



1 MICHAEL COLLINS

2 Q. And do you know the uniforms when  
3 you initially started with HDL they make any  
4 reference to Sears on them at all?

5 A. No. Actually no, no, they didn't.

6 Q. To the best of your recollection  
7 the shirts you wore while starting contract  
8 with HDL said HDL on them?

9 A. Yes, they do. They said  
10 Homedeliverylink on them, yes.

11 Q. At some point you decided to change  
12 the shirts that said Collins Home Delivery?

13 A. Yes, eventually they said they  
14 didn't want to us wear their shirts anymore  
15 and we had to provide our own.

16 Q. Do you recall approximately when  
17 that was?

18 A. I believe it was about 2016, '15.

19 Q. Did other companies that you were  
20 contracting with HDL also have the company  
21 names placed on the shirts.

22 A. No, most of them wore plain blue.

23 Q. Why did you decide to have Collins  
24 Home Delivery name placed on the shirts?

25 A. Because I was able to get a good

1 MICHAEL COLLINS

2 price on them and give my employees a little  
3 pride. They liked working for me they liked  
4 the shirts.

5 Q. I want to talk about Inerval would  
6 consolidate products, it's products at  
7 different retailers?

8 A. Yes.

9 Q. When you made deliveries to a  
10 customers home do you know which retailer the  
11 customer purchased product from?

12 A. It was almost exclusively Sears.  
13 We did do a little bit of Amazon, but not  
14 much.

15 Q. Any other retailers that you would  
16 deliver for besides Amazon and Sears?

17 A. No.

18 Q. And was the Amazon and Sears,  
19 deliveries, those would occur at Rochester  
20 and at Buffalo?

21 A. Yes. Very little Buffalo. It was  
22 very rare, but mostly Rochester.

23 Q. When you were -- when Collins was  
24 contracting with HDL how many trucks did you  
25 operate?

1 MICHAEL COLLINS

2 A. They allowed me two to start.

3 Q. You said they only allowed you two,  
4 who was this?

5 A. HDL.

6 Q. Anyone specifically from HDL said  
7 that you should only have two?

8 A. Yes, it was the upper management  
9 came in to start everything up and they  
10 didn't want anybody having too many trucks  
11 there.

12 Q. Do you recall specifically who from  
13 upper management at HDL told you that?

14 A. Chris, I can't think of his last  
15 name. I know his first name was Chris. He  
16 was a big manager.

17 Q. Did you have more than two trucks  
18 to operate when you initially started  
19 contracting with Homedeliverylink?

20 A. I had more available, yes.

21 Q. How many did you have available?

22 A. Three to four.

23 Q. What did you do with the other one  
24 to two trucks that were available but that  
25 you could not utilize to HDL?

1 MICHAEL COLLINS

2 A. I rented my trucks week to week.

3 So, I turned them in, the other guys went to  
4 work for other contractors that came in.

5 Q. Where did you rent the trucks from?

6 A. That time I believe it was  
7 Enterprise.

8 Q. And why did you initially rent the  
9 trucks from Enterprise?

10 A. Why? Because it was the best price  
11 I could get.

12 Q. And at some point did you change  
13 truck rental companies?

14 A. Yes.

15 Q. What company did you change to?

16 A. Penske.

17 Q. Why?

18 A. Enterprise wasn't very reliable.  
19 The truck was breaking. HDL told me I needed  
20 to change companies or they would give  
21 somebody else my work.

22 Q. Who from HDL told you you needed to  
23 change companies?

24 A. A manager Mike Rex.

25 Q. Mike Rex had been an employee of

1 MICHAEL COLLINS

2 Collins Home Delivery at one point, correct?

3 A. Yes.

4 Q. How long was he employed by Collins  
5 Home Delivery?

6 A. Three, four years roughly.

7 Q. And it was your decision then to  
8 choose Penske to rent the trucks from?

9 A. Yes.

10 Q. Did Collins Home Delivery own any  
11 trucks?

12 A. No.

13 Q. Why did you decide to rent trucks  
14 as opposed to purchase the trucks?

15 A. In the end I just found it would be  
16 cheaper and easier because they fix the  
17 trucks, I didn't have to worry about much.

18 Q. When you said they fixed the trucks  
19 meaning the truck leasing company?

20 A. Yes.

21 Q. Did you have to purchase insurance  
22 for those trucks that you --

23 A. Yes.

24 Q. Just to make sure the record is  
25 clear, this is one of those instances just

Page 21

1 MICHAEL COLLINS

2 insuring, wait until I finish with the  
3 question even if you know exactly where I'm  
4 going. I will repeat it so we have a clear  
5 record. Did Collins Home Delivery purchase  
6 insurance for those rental trucks?

7 A. Yes.

8 Q. And where did Collins Home Delivery  
9 purchase that insurance?

10 A. In the beginning I used State Farm.

11 Q. At some point did you switch from  
12 State Farm?

13 A. They decided not to insure this  
14 industry anymore.

15 Q. What insurer did you use after  
16 State Farm?

17 A. Erie Insurance.

18 Q. That's Erie Insurance?

19 A. Yes.

20 Q. Why did you select Erie Insurance?

21 A. The best price.

22 Q. You initially started a contract  
23 with HDL and had two trucks at some point,  
24 did you increase the number of trucks you had  
25 operating?

Page 22

1 MICHAEL COLLINS

2 A. Yes.

3 Q. Why did you increase the number of  
4 trucks?

5 A. They added demand because a couple  
6 of contractors left and they needed  
7 deliveries.

8 Q. And what was the incentive to  
9 Collins Home Delivery and adding trucks?

10 A. Sorry, I didn't understand that.

11 Q. Why would Collins Home Delivery add  
12 trucks?

13 A. Why? Increase my revenue a little  
14 bit and give me some of the guys that used to  
15 work for me were out of work now give them  
16 jobs.

17 Q. What is the peak number of trucks  
18 you had operating for at Homedeliverylnk?

19 A. I believe it was five.

20 Q. And how long did you have the five  
21 trucks in operation?

22 A. Two years maybe.

23 Q. At some point the number of trucks  
24 was reduced from five trucks?

25 A. Yes.

1 MICHAEL COLLINS

2 Q. And why is that?

3 A. It was a lack of volume because  
4 Sears wasn't doing so well.

5 Q. Do you recall when the contract  
6 between Collins Home Delivery and HDL was  
7 terminated?

8 A. January of 2019.

9 Q. Did you terminate the contract or  
10 did HDL?

11 A. I did.

12 Q. Was Alejandro Colon a driver or  
13 helper for Collins Home Delivery?

14 A. Yes, he was a helper and then he  
15 became a driver.

16 Q. How did you meet Mr. Colon?

17 A. He had worked previously for  
18 another contractor.

19 Q. And did you interview Mr. Colon  
20 before hiring him?

21 A. Not really. I knew him pretty  
22 well.

23 Q. Did you know him just from the HDL  
24 facility?

25 A. That's where I met him, yes, we



1 MICHAEL COLLINS

2 occasionally had social interaction.

3 Q. And how long did Mr. Colon work for  
4 Collins Home Delivery?

5 A. I would say about six years, I  
6 think.

7 Q. Why did he transition from a helper  
8 to a driver?

9 A. More money.

10 Q. What about Axel Rodriguez, are you  
11 familiar with Mr. Rodriguez?

12 A. Yes.

13 Q. Was Mr. Rodriguez a driver for  
14 Collins Home Delivery?

15 A. Yes.

16 Q. How did you come to meet  
17 Mr. Rodriguez?

18 A. One of my drivers introduced me to  
19 him. He moved here from Puerto Rico and  
20 needed a job.

21 Q. And which driver made that  
22 introduction?

23 A. It was Manual Rodriguez.

24 Q. How long did Axel Rodriguez work as  
25 a driver for Collins Home Delivery?

1 MICHAEL COLLINS

2 A. I think it was about a year and a  
3 half.

4 Q. Did you terminate Mr. Rodriguez  
5 employment from Collins Home Delivery?

6 A. No, he left and moved back to  
7 Puerto Rico.

8 Q. What about Mr. Colon, did he leave  
9 Collins Home Delivery on his own or did you  
10 terminate the relationship?

11 A. No, he left on his own.

12 Q. Did Ben Worrells work as a driver  
13 for Collins Home Delivery?

14 A. Yes.

15 Q. How long did Mr. Worrells work as a  
16 driver?

17 A. About three years.

18 Q. Why did Mr. Worrells leave Collins  
19 Home Delivery?

20 A. He found another job.

21 Q. Do you know where he found another  
22 job?

23 A. He went to be a tow truck driver.

24 Q. Benjamin -- I'm sorry, Charles Fox  
25 was he a driver for Collins Home Delivery?

1 MICHAEL COLLINS

2 A. Yes.

3 Q. Chris Zapf, Z-A-P-F, was he a  
4 driver or helper for Collins Home Delivery?

5 A. He was a driver.

6 Q. How long was he a driver for?

7 A. Five years, I believe.

8 Q. Did Mr. Zapf ever leave on his own  
9 or did Collins Home Delivery terminate the  
10 relationship?

11 A. He left on his own.

12 Q. Do you know why he left?

13 A. He found another job.

14 Q. Mr. Rivera was a driver for Collins  
15 Home Delivery?

16 A. Yes. Yes.

17 Q. Part-time driver?

18 A. Yes.

19 Q. Was he the only part-time driver  
20 that Collins Home Delivery had?

21 A. The one I used the most. I might  
22 have used a couple of guys here and there.  
23 He usually work Saturdays so I can have off.

24 Q. How did you meet Mr. Rivera?

25 A. He worked for another contractor

1 MICHAEL COLLINS

2 previously.

3 Q. How long was Mr. Rivera a part-time  
4 driver for Collins Home Delivery?

5 A. Three years.

6 Q. Is there a reason you stopped using  
7 Mr. Rivera as a part-time driver?

8 A. I went out of business. I didn't  
9 need him any more. Actually before that,  
10 because it had gotten so low I didn't need  
11 him any more.

12 Q. What about Ivan Relman, was he a  
13 driver or helper?

14 A. Yes.

15 Q. Which one, driver or helper?

16 A. Driver.

17 Q. How long was Mr. Relman a driver  
18 for?

19 A. Three months, four months.

20 Q. Did he leave on his own accord or  
21 did Collins Home Delivery terminate the  
22 relationship?

23 A. I terminated it.

24 Q. Why did you terminate it?

25 A. He damaged a lot of things.

1 MICHAEL COLLINS

2 Q. When you say he damaged a lot of  
3 things, what do you mean by that?

4 A. He had several property damages and  
5 he damaged a couple of my trucks.

6 Q. When Mr. Relman would damage some  
7 property did you charge him for that damage?

8 A. No.

9 Q. Same I guess goes for the truck,  
10 the damage to the truck, did you not seek  
11 repayment for him for?

12 A. No.

13 Q. Why not?

14 A. Because he was an employee. It's  
15 my responsibility.

16 Q. Other than Mr. Relman were there  
17 any Collins Home Delivery employees who you  
18 terminated the relationship of?

19 A. No.

20 Q. Jake Burrows, B-U-R-R-O-W-S, was he  
21 a driver for Collins Home Delivery?

22 A. Yes, he was a driver and helper,  
23 yes.

24 Q. Was Mr. Burrows a driver some days  
25 and helper other days?

1 MICHAEL COLLINS

2 A. Yes.

3 Q. Would he get paid a different rate  
4 depending whether he was working as a driver  
5 or helper?

6 A. No.

7 Q. Was that a flat rate for Collins  
8 Home Delivery drivers and helpers?

9 A. No.

10 Q. Why did Mr. Burrows have the same  
11 rate for providing helper services versus  
12 driver services?

13 A. Because I hired him as a driver and  
14 if I needed him as a helper it wasn't his  
15 fault, I paid him accordingly.

16 Q. How did you meet Mr. Burrows?

17 A. He also worked for a previous  
18 contractor.

19 Q. Do you recall which contractor that  
20 was?

21 A. I believe it was Ditmax.

22 (Whereupon, an off-the-record  
23 discussion was held.)

24 Q. Prior to the break the discussion  
25 about the videographer, we were talking about

1 MICHAEL COLLINS

2 Jake Burrows, I believe your testimony  
3 Mr. Collins is that he came from a different  
4 contractor named Ditmax; is that correct?

5 A. Yes.

6 Q. D-I-T-M-A-X?

7 A. Yes.

8 Q. What was the flat rate you were  
9 paying Mr. Burrows?

10 A. It was \$8.50 for each delivery.

11 Q. And did Collins Home Delivery pay  
12 helpers on a per delivery basis?

13 A. Yes.

14 Q. And did Collins Home Delivery pay  
15 drivers on a per delivery basis?

16 A. Yes.

17 Q. Why did you decide to pay out any  
18 per delivery basis?

19 A. Well, when I was an employee that's  
20 how I got paid and it seemed to make sense  
21 because it would motivate them to get the  
22 deliveries done and want to do more  
23 deliveries.

24 Q. Luis Cariano, C-A-R-I-A-N-O, was he  
25 a helper or driver for Collins Home Delivery?

Page 31

1 MICHAEL COLLINS

2 A. I don't remember that name, no.

3 No, I don't recall that name.

4 Q. Luis Rivera, was he a helper or  
5 driver?

6 A. Again, he started as a helper and  
7 became a driver.

8 Q. How would you decide if someone was  
9 going to be a helper versus a driver for  
10 Collins Home Delivery?

11 A. Based on their performance.

12 Q. What type of performance metrics  
13 were you looking for?

14 A. Great customer service and the  
15 amount of property damage or truck --  
16 property damage, if they were a helper.

17 Q. Better customer service a helper  
18 provided and the least amount of damage done  
19 to deliveries or truck meant they would be  
20 expedited to become a driver for the company?

21 A. Yes.

22 Q. Did you know Mike Conception?

23 A. Yes.

24 Q. And was Mike Conception a driver or  
25 helper?



1 MICHAEL COLLINS

2 A. He was a driver.

3 Q. How long was Mr. Conception a  
4 driver for?

5 A. It wasn't long, three years.

6 Q. Do you recall why Mr. Conception  
7 left the company?

8 A. Yes, he found other employment.

9 Q. Mike Rex we referenced earlier, he  
10 was a driver for Collins Home Delivery?

11 A. Yes.

12 Q. How long was Mr. Rex a driver for?

13 A. A couple of years.

14 Q. How did you meet Mr. Rex?

15 A. I've known him from when we were  
16 both employees for GTX.

17 Q. Why did Mr. Rex leave Collins Home  
18 Delivery?

19 A. He was in a truck accident and he  
20 wasn't able to work any more.

21 Q. Was that the accident you referred  
22 to earlier in which you had your deposition  
23 taken previously?

24 A. Sorry, what was the question?

25 Q. At the beginning of the deposition

1 MICHAEL COLLINS

2 you said there was one other deposition you  
3 had taken, right?

4 A. Yes, but, no, that has no -- that  
5 wasn't a deposition.

6 Q. Where did Mike Rex leave to work to  
7 after he left Collins Home Delivery?

8 A. Homedeliverylnk.

9 Q. And what position did Mr. Rex take  
10 at Homedeliverylnk?

11 A. He's the manager at the Rochester.

12 Q. Is he the manager of the Rochester  
13 branch currently?

14 A. Yes.

15 Q. Is that the position he had the  
16 entire time he has been at Homedeliverylnk,  
17 to the best of your knowledge?

18 A. No, I believe he was assistant  
19 manager for a period.

20 Q. So he started as the assistant  
21 manager and became the manager at the  
22 Rochester location?

23 A. Yes.

24 Q. Do you know who Mike Rex replaced  
25 as a general manager at the Rochester

MICHAEL COLLINS

location?

A. Yes, Jim Lockner.

Q. How long was Jim Lockner the general manager?

A. A year or so.

Q. Prior to Jim Lockner who was the general manager?

A. David Manes.

Q. How long was David Manes there as the general manager?

A. Four years, I believe.

Q. Anyone that was the general manager prior to David Mane at that location that you recall?

A. When HDL came in he became the manager.

Q. What type of interactions would you have on a daily basis with the general manager of HDL?

A. It would be a lot, have our manager meetings in the morning and then throughout the day if there was a problem with one of my delivery trucks he would contact me and then at night he would call me and tell me how

1 MICHAEL COLLINS

2 many trucks he needed me for the next day.  
3 If there was any damage claim he would call  
4 me and let me know.

5 Q. How about the assistant manager,  
6 what interactions did you have with the  
7 assistant manager of HDL on a daily basis?

8 A. Occasionally he would be the one,  
9 one to call me at night to tell me how many  
10 trucks they needed for the next day. And he  
11 would be involved with any customer service  
12 issues.

13 Q. What type of customer issues would  
14 he be involved in?

15 A. Perhaps a customer wasn't home for  
16 the delivery and we had to go back to them  
17 when they came home. Delivery wasn't done  
18 properly. Something wasn't hooked up right.

19 Q. Would the assistant manager also be  
20 adding the morning meeting you referred to?

21 A. Sometimes.

22 Q. But not always?

23 A. Once in a while if the general  
24 manager was off the assist manager would do  
25 it.

1 MICHAEL COLLINS

2 Q. Would there also be Inerval  
3 employees at the morning meeting?

4 A. Yes.

5 Q. Who from Inerval would have been at  
6 the morning meeting?

7 A. Jerry Meade, he was kind of the  
8 Inerval roster.

9 Q. Did Mr. Meade lead the morning  
10 meeting?

11 A. Usually not, no.

12 Q. How often would Mr. Meade lead the  
13 morning meeting?

14 A. Maybe every couple of weeks he  
15 might.

16 Q. Would he leave the meeting for an  
17 entire week or would it be a day here or  
18 there for a couple of weeks?

19 A. The meetings were supposed to be  
20 every morning.

21 Q. So Mr. Meade would be the lead for  
22 the morning. How often was Mr. Meade the  
23 lead for the morning meeting?

24 A. About once every two weeks.

25 Q. You said the meetings were every

1 MICHAEL COLLINS

2 morning, were there times the morning meeting  
3 did not occur?

4 A. Not rarely, maybe if things were  
5 running way behind, if the product didn't get  
6 there or if it was bad weather. And we were  
7 in a hurry, but not very often.

8 Q. And would the morning meetings  
9 occur but you would not attend in those  
10 instances?

11 A. I would attend them at least unless  
12 I wasn't working that day I probably wouldn't  
13 attend it. But most days I was out on  
14 delivery trucks I would have to attend it.

15 Q. Were there any days you were out on  
16 a delivery truck in which you would did not  
17 attend the morning meeting?

18 A. No.

19 Q. So the times you reference were  
20 maybe bad weather or things were running  
21 behind, there was no morning meeting at all?

22 A. Correct.

23 Q. What would be covered at a morning  
24 meeting?

25 A. The day before customer service

1 MICHAEL COLLINS

2 scores, any new products we might get trained  
3 on, anything that Inerval or HDL didn't feel  
4 we were doing right would be addressed in  
5 that.

6 Q. The scores you just referred to the  
7 customer service scores those were Inerval  
8 customer service scores?

9 A. Yes.

10 Q. And the new product demonstration  
11 is that something an Inerval employee would  
12 speak to?

13 A. No, usually it would be HDL.

14 Q. How often were there new products  
15 and that someone at the morning meeting would  
16 speak about?

17 A. Very, a lot. The once a month,  
18 maybe six months, it would depend when things  
19 came out.

20 Q. How long did these morning meetings  
21 last?

22 A. About 15 minutes.

23 Q. Would it be sometimes less than 15  
24 minutes?

25 A. Yes.

1 MICHAEL COLLINS

2 Q. How frequently were they less than  
3 15 minutes?

4 A. Rarely. It was almost always 15  
5 minutes for sometimes a little more, but  
6 maybe about 15 minutes almost every day.

7 Q. So, it was discussion points would  
8 be new product, customer service scores, and  
9 then identifying things that were not done  
10 right; is that correct?

11 A. Yes.

12 Q. What did you mean by things that  
13 were not done correctly?

14 A. If Inerval or HDL didn't feel we  
15 were filling out our paperwork right or we  
16 weren't updating our stops properly on our  
17 phones or weren't using Inerval customer  
18 versus the way we were supposed to.

19 Q. You said filling out paperwork  
20 correctly, what paperwork would you be  
21 filling out?

22 A. In most cases it would be we had to  
23 use extra parts that were provided, account  
24 for where we used it, so they can replace it  
25 and bill somebody for it. That was the main



1 MICHAEL COLLINS

2 topic usually.

3 Q. And did that paperwork have a  
4 specific name it was referred to as?

5 A. Parts for replenishment sheet.

6 Q. And the parts for replenishment  
7 sheet would be used when a contractor would  
8 borrow the equipment or explain to me what  
9 the parts replacement sheet is used for?

10 A. We would have a big tote full of  
11 extra installation parts from dryer vents to  
12 washer hoses, refrigerator water lines and if  
13 we used anything out of there we had to write  
14 down what we used and where we used it.

15 Q. What would happen after you wrote  
16 down the information on the parts replacement  
17 sheet?

18 A. They provide us with a replacement  
19 to put back in the tote.

20 Q. And the totes were brought with the  
21 delivery trucks?

22 A. Yes.

23 Q. Do you know that was Inerval or HDL  
24 that provided the parts replacement?

25 A. It was Inerval.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

Q. I believe you testified that in the evenings you would receive a call from either the general manager or assistant manager letting you know how many manifests were available for the trucks the next day; is that correct?

A. Yes.

Q. And a manifest would contain the number of deliveries for the next day?

A. Yes.

Q. And were there some manifests that were preferred over other manifests?

A. Yes.

Q. Why would one manifest be preferable over the other?

A. The delivery areas would be a big part. The number of deliveries, we would get the total volume on that sheet, depending on less value per delivery.

Q. And so a manifest with more deliveries would be more revenue and a better manifest?

A. Yes.

Q. So when you had five trucks, for

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

example, and HDL would call and say we have enough loads for five trucks or four trucks for you tomorrow?

A. Yes.

Q. And how did you then determine which manifest you would take and those you would give to the other Collins Home Delivery drivers?

A. Well, for a long period of time when David Manes was the manager I didn't choose whoever had the best customer service scores, he would let them choose their own.

Q. So, would Mr. Manes, the Collins Home Delivery drivers would be able to choose the manifest directly from HDL?

A. Yes.

Q. And after David Manes left and Jim Lockner came did that process change?

A. It remained in effect for a short period and then they started asking me to assign them myself.

Q. And how would you assign the manifest?

A. I would try to rotate it around to

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

try to give everything an equal amount of work.

Q. Was there a particular manifest that you would look for and try to take?

A. Sometimes I would try to take the lesser deliveries.

Q. Meaning fewer stops on a route?

A. Correct.

Q. I mentioned previously that drivers and helpers were paid on a per delivery basis. When you were working as a driver for Collins Home Delivery would you also pay yourself on a per delivery basis?

A. No.

Q. How were you paid for the work performed by Collins Home Delivery?

A. I paid myself a flat rate to try to keep up on my taxes so I had my federal taxes deducted and then any other profit that was left would be mine.

Q. What was the flat rate that you paid?

A. \$400 a week.

Q. And you paid yourself that on

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

unemployment contribution taxes; is that right?

A. Yes, and all of my taxes, my Social Security taxes, Medicaid that way it would all be paid throughout the year.

Q. And after Mr. Lockner was the general manager remind me who came after him?

A. Mike Rex.

Q. And did the same process for distributing manifests carry over from Lockner to Mike Rex?

A. Yes.

Q. Once you distributed the manifest would those eventually get turned back into HDL?

A. Yes.

Q. When would those get turned back into HDL?

A. At the end of the day.

Q. Is there any indication on the manifest as to who was the driver on that given day?

A. Yes.

Q. Who would have input that

1 MICHAEL COLLINS

2 information on the manifest?

3 A. HDL.

4 Q. So when would you have told HDL the  
5 driver that was going to be assigned to each  
6 manifest?

7 A. The evening before.

8 Q. Did you ever change the driver on a  
9 given manifest in between the evening before  
10 and the morning of the delivery?

11 A. Unless somebody called in sick or  
12 couldn't come to work, no.

13 Q. And was that a frequent occurrence  
14 that you would have at least one person who  
15 was either sick or a no-show?

16 A. Very rare.

17 Q. In those rare instances to have  
18 somebody reporting in sick or being a no-show  
19 do you recall whether the name of the driver  
20 would be changed on the manifest?

21 A. Some times. Usually it would, they  
22 could change it in the morning.

23 Q. Sometimes the name would not be  
24 changed?

25 A. Occasionally.

1 MICHAEL COLLINS

2 Q. Were you always working as a driver  
3 when providing delivery services at Collins  
4 Home Delivery?

5 A. I would be a helper occasionally.

6 Q. The occasions you were a helper  
7 would your name appear on the manifest?

8 A. Yes.

9 Q. Was that always the case?

10 A. Probably 98 percent of the time at  
11 least, always, always, yes.

12 Q. Do you know if that manifest would  
13 then be used to create a delivery settlement  
14 statement at the end of each week?

15 A. Yes.

16 Q. What is a delivery settlement  
17 statement?

18 A. It would show how many deliveries  
19 broken down by driver is, what income, what  
20 revenue they generated from my company.

21 Q. Do you know the process through  
22 which that manifest information was being  
23 transmitted over to these delivery settlement  
24 statements?

25 A. No, I'm not 100 percent sure

1 MICHAEL COLLINS

2 because the manager would do that, but I  
3 think they would just put in whatever ratio  
4 they had on the computer, they would type in  
5 what was done the day before. I believe. I  
6 didn't ever do that or watch them do it.  
7 They would do that when we were out  
8 delivering.

9 Q. Did the helpers for Collins  
10 Delivery always receive the same flat  
11 delivery amount?

12 A. No, they would all start the same  
13 occasionally they get small raises.

14 Q. What would warrant a raise?

15 A. Performance, the length of time  
16 they been there.

17 Q. Would you do performance reviews  
18 with the employees of Collins Home Delivery?

19 A. No.

20 Q. Likewise with -- did the drivers  
21 have varying per delivery rates depending on  
22 performance?

23 A. Yes. Yes.

24 Q. When you were given manifests for  
25 deliveries in Buffalo would you personally



1 MICHAEL COLLINS

2 take the Buffalo manifest?

3 A. No.

4 Q. Why not?

5 A. I didn't want to drive to Buffalo.  
6 Once in a while I would, but rarely.

7 Q. Now, that was an instance of you  
8 would ask one of your employees to take that  
9 particular manifest because it was a Buffalo  
10 manifest?

11 A. Yes.

12 Q. The time that you had gone to  
13 Nashville or for a month to make deliveries  
14 tell us about that and why you went there?

15 A. Well, they were -- didn't have  
16 enough people there so originally I sent them  
17 a team and that team would go just do the  
18 same thing there.

19 Q. So then one team of yours to  
20 Nashville and then it was a need for a second  
21 team and at that point you went out?

22 A. No, I went out, they had hired some  
23 new people and they needed somebody to train  
24 new people, so I went by myself just to train  
25 new people.

1 MICHAEL COLLINS

2 Q. Who did you train?

3 A. I don't remember. It was a female.  
4 She was going to be her own contractor, but I  
5 don't recall her name.

6 Q. Do you remember whether Collins  
7 Delivery received additional compensation for  
8 going out to Nashville to conduct the  
9 training?

10 A. Yes.

11 Q. What was the additional  
12 compensation?

13 A. I believe I was getting paid, I  
14 think it was something like \$300 a day I  
15 think I was getting.

16 Q. Were hotel expenses covered?

17 A. Yes.

18 Q. Any other expenses covered while  
19 working in Nashville as a trainer?

20 A. My rental car and my airfare.

21 Q. And that is training you did took  
22 approximately a month in Nashville?

23 A. No, I was there two weeks.

24 Q. Were you there in two weeks in  
25 Nashville as a trainer, did you provide

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

delivery services in Nashville personally?

A. Personally, yes. Because the person I was going to train, her helper never came so they had nobody. So, I went out with her by myself for a few days till they found somebody else.

Q. Any other delivery work that you personally performed in Nashville?

A. No.

Q. So you personally were in Nashville working for approximately two weeks; is that right?

A. Yes.

Q. During that two-week period did Collins Home Delivery also have trucks running in Rochester?

A. Yes.

Q. And there was also a truck running for Collins Home Delivery in Nashville separate and apart from the training you were doing, correct?

A. No, no. They were already back here I went after they came back.

Q. Who did you send to Nashville from

1 MICHAEL COLLINS

2 Collins Home Delivery?

3 A. Manual and Wilson Rodriguez.

4 Q. How did you decide to send those  
5 two?

6 A. They were the ones who wanted to  
7 go.

8 Q. Did HDL offer any additional  
9 compensation for Collins Home Delivery  
10 sending a delivery team to Nashville?

11 A. Yes.

12 Q. Do you recall what the additional  
13 compensation was?

14 A. I think I was charging them  
15 approximately around \$600 a day. Because I  
16 was paying them extra to be out of town.

17 Q. How much extra were you paying the  
18 delivery team to be out of town in Nashville?

19 A. The driver was getting paid \$200 a  
20 day and the helper 175 plus their meals.

21 Q. So 600 per day you were charging  
22 HDL covered that additional expense and was  
23 there additional profit on it as well?

24 A. A little bit. I might have made  
25 another \$30d a day or something, not much.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

Q. Do you recall how you and HDL arrived at the \$600 per day number, was that a negotiation process?

A. No, that was what they were offering to go.

Q. Were there ever opportunities to send travel teams to locations outside of Rochester that you declined?

A. Yes.

Q. Why would you decline those other opportunities?

A. Nobody wanted to go.

Q. No one from Collins Home Delivery wanted to go?

A. Right.

Q. Do you recall with the Virginia travel team that you referenced earlier in the deposition what the rate per day was for sending a travel team there?

A. The same rate.

Q. And did you personally go to Virginia on that travel time?

A. I did, yes.

Q. Why did you personally go instead

1 MICHAEL COLLINS

2 of sending an employee of Collins Home  
3 Delivery?

4 A. Nobody wanted to go. It was a  
5 rough job.

6 Q. What was rough about the Virginia  
7 job as to what was going on in Rochester?

8 A. It was delivering all furniture and  
9 you were expected to deliver 12 hours a day.

10 Q. And how many hours per day were you  
11 delivering product in Rochester?

12 A. About eight.

13 Q. Did the money that HDL was paying  
14 deposited in a Collins Home Delivery bank  
15 account?

16 A. Yes.

17 Q. That bank account was separate from  
18 your personal bank account?

19 A. Yes.

20 Q. You had provided tax information,  
21 some tax return information for Collins Home  
22 Delivery, did you also have personal taxes  
23 that would be filled out during the time you  
24 owned Collins Home Delivery?

25 A. Yes.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

Q. What would be reported on the personal income tax returns?

A. My salary plus any other profit that I made.

Q. Were there certain years of Collins Home Delivery operation that were more profitable than others?

A. Yes.

Q. What years?

A. 2011 to 2015.

Q. 2011 to 2015 were good years for Collins?

A. Yes.

Q. Why is that?

A. There was a lot of volume, we delivered seven days a week then. And I also would get some significant bonus money.

Q. Who provided you with the bonus money?

A. There was two bonuses I could get, one was from HDL and one was from Inerval.

Q. What were those bonuses for?

A. Customer service.

Q. So during that 2011, 2015 time

1 MICHAEL COLLINS

2 period approximately there were bonus  
3 incentives from Inerval and separate from HDL  
4 for good customer service?

5 A. Yes.

6 Q. And you generally had success in  
7 obtaining those good customer service awards?

8 A. Yes.

9 Q. That changed after 2015?

10 A. They took the bonus program away  
11 for the most part.

12 Q. When you say for the most part what  
13 do you mean?

14 A. Then they switched to, they would  
15 give out Wal-Mart gift cards on a daily  
16 basis. And they would, you know, they would  
17 hand them directly to my employees, I  
18 wouldn't really have any say in it. If  
19 somebody met the metrics for 84 they would  
20 get a card.

21 Q. Was that Inerval that would hand  
22 the Wal-Mart give carts out or HDL?

23 A. HDL.

24 Q. So the prior bonus would go  
25 directly to Collins on delivery and increase



1 MICHAEL COLLINS

2 your profits?

3 A. Yes.

4 Q. When the Wal-Mart gift cards were  
5 being handed right to your employees and in  
6 turn did not have an impact on your bottom  
7 line?

8 A. Correct.

9 Q. Did the gift card program remain in  
10 place until you terminated the contract for  
11 2019?

12 A. No.

13 Q. When did the gift card program end?

14 A. Sometime in 2018.

15 Q. Was there a bonus program that  
16 replaced the gift card program in 2018?

17 A. No.

18 Q. From 2018 forward there were no  
19 additional bonuses for customer service?

20 A. No.

21 Q. I have a double-negative in there  
22 so I will re-ask the question. Were there  
23 any bonus programs for customer service after  
24 2018?

25 A. No.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

Q. Did the number of you personally worked delivering for Collins Home Delivery change in a given week?

A. No.

Q. How many days per week did you drive for Collins Home Delivery?

A. First five years from 2011 to '16. It would be five to six days a week because we delivered seven days a week. By 2018 it was about four days a week because we only delivered five days a week.

Q. Did the \$400 salary that Collins Home Delivery was paying you change at any point between the 2011 and 2019 period?

A. No.

Q. So whether you were working five days per week or four days per week it was consistently the \$400 salary plus the draws?

A. Yes.

MR. BUTCHER: We have been going for an hour and 15, why don't we give the court reporter a break five minutes or so unless you need more time.

MR. WEBER: That's fine with me.

1 MICHAEL COLLINS

2 That's fine.

3 THE VIDEOGRAPHER: Going off the  
4 record at 3:14 p.m.

5 (Whereupon, a short recess was  
6 taken.)

7 THE VIDEOGRAPHER: We are now going  
8 back on the record at approximately 3:27  
9 p.m. Go ahead, Counsel.

10 Q. Mr. Collins, you mentioned right  
11 before the deposition began that you had  
12 received the exhibit binder. Do you have it  
13 near you?

14 A. Yes.

15 Q. Turn to --

16 MR. WEBER: Sorry, can we go off  
17 the record a second.

18 MR. BUTCHER: Sure.

19 THE VIDEOGRAPHER: Going off the  
20 record at 3:28 p.m.

21 (Whereupon, an off-the-record  
22 discussion was held.)

23 THE VIDEOGRAPHER: We are now back  
24 on the record at approximately 3:32 p.m.  
25 Go ahead, Counsel.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

Q. I'm going to be referring to the document it's contained in the exhibit binder tab number 2, for the record, is a document that begins with Bates number MCOLLINS 1 through 85.

Mr. Collins, these are the tax returns that were turned over by your counsel in this case.

A. Okay.

Q. I would like to turn to page MCollins 24.

A. Okay.

Q. The taxes and license statement one.

A. Yes.

Q. Who did you hire to fill out the Collins Home Delivery tax returns?

A. Rick Poochie, he is a CPA.

Q. How did you come to choose Rick?

A. Some other contractors had used him in the past.

Q. And they recommended him to you?

A. Yes.

Q. Underneath the other deductions

1 MICHAEL COLLINS

2 heading on this MCollins page 24, do you see  
3 there was an administrative fee of \$17,751?

4 A. Yes.

5 Q. Do you know what that fee is with  
6 respect to?

7 A. Yes, that's what HDL charged me for  
8 administrative fee, they charge 3.8 percent  
9 of my gross income.

10 Q. And was the 3.8 percent  
11 administrative fee consistent across the  
12 entire time that Collins Home Delivery was  
13 contracting with HDL?

14 A. No.

15 Q. When did HDL, to the best of your  
16 recollection, again, institute this  
17 administrative fee?

18 A. 2013.

19 Q. Do you know why HDL started  
20 charging the administrative fee?

21 A. Well, from what I was told was the  
22 owner wasn't happy because the contractors  
23 were making more than him. And I was never  
24 given any notice or anything, I got my  
25 paycheck one day and it was just taken out.

1 MICHAEL COLLINS

2 And I never got a revised contract or  
3 anything.

4 Q. Did you ask anyone at HDL why the  
5 change was being made on a going forward  
6 basis?

7 A. Yes.

8 Q. And the response you received is  
9 what you just testified to regarding the  
10 owner?

11 A. Yes.

12 Q. Who specifically did you talk to at  
13 HDL to get that?

14 A. Bob the owner.

15 Q. So you spoke to Bob Fleischer  
16 personally?

17 A. Yes.

18 Q. How well do you know Bob Fleischer?

19 A. Not well. I only met him when he  
20 was down here to start up Rochester.

21 Q. So did you call Bob Fleischer to  
22 speak with him about this administrative fee?

23 A. Yes, I did.

24 Q. And did -- he took your call and  
25 how long did you speak with him for?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

A. It wasn't long. He pretty much told me if I didn't like it I could go find somewhere else to work.

Q. And did you search around for other opportunities at that time?

A. No, at the moment I did not. I figured I will have to find a way to make it work because I have a lot of employees who were my friends and I wanted to keep them employed, so I just kept going.

Q. There's also a deduction for damage claims. It looks like it's \$3,581, is that correct?

A. Yes.

Q. Is that a write off of the damage deductions that were taken by HDL?

A. They could have been taken by HDL or you may have paid for them personally, but they were property damage that HDL decided I should pay.

Q. So there were times where you would personally pay for damage claims and they were not deducted from a settlement statement?

1 MICHAEL COLLINS

2 A. Correct, because they would charge  
3 me a fee if they paid them.

4 Q. So to avoid the fee you would  
5 negotiate directly with the customer to  
6 resolve the damage claim?

7 A. No, HDL would not allow me to  
8 negotiate with the customer. They would  
9 negotiate and I pay the customer directly.

10 Q. Did you ever try to negotiate  
11 directly with the customer?

12 A. No, we were not allowed to.

13 Q. Who told you you were not allowed  
14 to negotiate directly with the customer?

15 A. Mike Rex.

16 Q. Prior to Mike Rex did anyone tell  
17 you you were not allowed to negotiate  
18 directly?

19 A. Yes, David Manes, Jim Lockner.

20 Q. When would Dave and Jim have told  
21 you that?

22 A. Pretty much from the time HDL came,  
23 came in because we did previously, but they  
24 said people were being too confrontational  
25 with the customers so they wouldn't allow us



1 MICHAEL COLLINS

2 to do that anymore.

3 Q. So it was during this period of  
4 time you could negotiate directly with the  
5 customer, is that 2011, 2012, what is the  
6 period of time?

7 A. I think some time 2012, I believe  
8 we stopped.

9 Q. And when you testified that there  
10 were times you would pay a damage claim  
11 personally, I'm assuming, did you mean you  
12 would pay it through Collins Home Delivery  
13 for the damage claim?

14 A. Yes, I pay through my business  
15 account, yes.

16 Q. If you go further down there's  
17 meals and entertainment deduction for \$4,225;  
18 is that correct?

19 A. Yes.

20 Q. What type of meal and entertainment  
21 expenses was Collins Home Delivery incurring?

22 A. I believe a good part of that was  
23 when my guys were traveling I provided their  
24 meals and I believe that -- what year was it?  
25 I think I took about ten people to a Bills

1 MICHAEL COLLINS

2 game and I included that in there.

3 Q. Who were the ten individuals you  
4 took to the Bills game?

5 A. It was all my people that had  
6 worked for me either previously or worked for  
7 me currently.

8 Q. And it was a goodwill gesture on  
9 behalf of Collins Home Delivery?

10 A. Yes.

11 Q. Did Collins Home Delivery do any  
12 type of advertising?

13 A. No.

14 Q. There's also a \$2566 processing fee  
15 deduction, do you see that?

16 A. Yes.

17 Q. What payroll processing company  
18 were you using?

19 A. Paychecks.

20 Q. Why did you select Paychecks?

21 A. They are a local company and they  
22 were reliable.

23 Q. At any point were you performing  
24 the payroll processing on your own?

25 A. No.

1 MICHAEL COLLINS

2 Q. You decided it was a better for  
3 your business to use the payroll company?

4 A. Yes, I wanted to make sure my taxes  
5 were all in line.

6 Q. The payment process fee there's a  
7 small tool deduction, what was the small tool  
8 deduction related to?

9 A. Delivery equipment, dollies,  
10 removing straps, small hand tools.

11 Q. And that, again, was something an  
12 expense that would come out of the Collins  
13 Home Delivery account?

14 A. Yes.

15 Q. Did you personally pay for any of  
16 the expenses associated with operating  
17 Collins Home Delivery?

18 A. No, never.

19 Q. There's a telephone deduction  
20 underneath the small tools, do you see that?

21 A. Yes.

22 Q. What would the telephone deduction  
23 have related to?

24 A. That would be cellphone, my  
25 personal cellphone that I use mostly for

MICHAEL COLLINS

business and then I had to have another one because we had to update to deliveries Interval line phone and I had to keep a spare one in case somebody didn't have a phone that day, I had to let them use that to update deliveries.

Q. There was a ap on the phone that Interval required?

A. Yes.

Q. And the ap would be used to update the status of deliveries?

A. Yes.

Q. And you had an extra one of those phones in the event that a Collins Home Delivery employee forgotten theirs that day so you could give him one to use?

A. Yes.

Q. There's a \$91,114 charge for truck fuel, do you see that?

A. Yes.

Q. Did you give Collins Home Delivery employees fuel cards to use?

A. No.

Q. Did you instruct and counsel

1 MICHAEL COLLINS

2 delivery drivers to fill up the trucks?

3 A. Yes.

4 Q. Where did you tell them to go to  
5 fill up the trucks?

6 A. At the Quick Fill on Henrietta,  
7 New York.

8 Q. Why did you instruct them to go to  
9 that Quick Fill?

10 A. The lowest prices.

11 Q. Did you arrange any type -- do you  
12 know what the Quick Fill to get better  
13 pricing?

14 A. No.

15 Q. So would the Collins Home Delivery  
16 employees use their personal money to fill up  
17 the truck and you pay them back?

18 A. No, I kept debit card from my  
19 company on file with Quick Fill.

20 Q. Would you also use that Quick Fill  
21 to fill up your personal vehicle?

22 A. No.

23 Q. And the card that you kept on file  
24 with Quick Fill, were there any kick backs  
25 that you got from using that card?

1 MICHAEL COLLINS

2 A. No.

3 Q. It was purely a debit card  
4 transaction?

5 A. Yes.

6 Q. There's a Workers' Compensation  
7 deduction here for \$851, do you see that?

8 A. Yes.

9 Q. Where did you obtain Workers'  
10 Compensation?

11 A. Through Erie Insurance.

12 Q. Why did you select Erie Insurance  
13 for the Workers' Compensation?

14 A. Price.

15 Q. Do you recall if that Workers'  
16 Compensation policy covered you personally?

17 A. At that time I believe it did, yes.

18 Q. Was there a point in time in which  
19 you had a Workers' Compensation policy for  
20 your employees but not you?

21 A. Yes.

22 Q. When was that?

23 A. 2017 and '18. In 2017.

24 Q. Why did you make that change?

25 A. Because my revenue had gone down

1 MICHAEL COLLINS

2 significantly and I couldn't afford to insure  
3 myself anymore.

4 Q. Did you change the existing policy  
5 with Erie to exclude you?

6 A. Yes.

7 Q. That was a cost saving measure?

8 A. Yes.

9 Q. Did Collins Delivery have any  
10 assets when it shut down?

11 A. No.

12 Q. After Collins Home Delivery shut  
13 down what was your next place of work?

14 A. WB Mason.

15 Q. What did you do at WB Mason?

16 A. I'm a delivery driver.

17 Q. Employee delivery driver?

18 A. Yes.

19 Q. How long have you worked for WB  
20 Mason?

21 A. Just over two years.

22 Q. Did you terminate the contract with  
23 HDL and go directly working for WB Mason?

24 A. Yes.

25 Q. Turn now to still on tab 2, I don't

1 MICHAEL COLLINS

2 recall if we marked this as Exhibit 1. If  
3 not I would like to mark this as Exhibit 1.

4 MR. BUTCHER: Let's go off the  
5 record.

6 THE VIDEOGRAPHER: We are now going  
7 back on the record at approximately 3:49  
8 p.m.

9 MR. BUTCHER: We have been looking  
10 at a document that's Bates stamped  
11 MCollins 1 through MCollins 85. I am  
12 marking this as Exhibit 1 to the  
13 deposition of Mike Collins.

14 (Exhibit 1, MCollins 1 through  
15 MCollins 85, marked for identification,  
16 as of this date.)

17 Q. We are now looking at page 61 of  
18 this exhibit.

19 A. Okay.

20 Q. Listings for deductions from  
21 Collins Home Delivery on tax returns; is that  
22 correct, Mr. Collins?

23 A. Yes.

24 Q. There was an auto expense or \$2295,  
25 do you see that?



1 MICHAEL COLLINS

2 A. Yes.

3 Q. Do you recall what that auto  
4 expense would have been for?

5 A. I believe it was I rented cars to  
6 guys, the guys back and forth to Virginia.

7 Q. When you say you rented a car to  
8 drive back and forth to Virginia, how often  
9 were you driving back and forth to Virginia?

10 A. I think I spent a total of six  
11 weeks there. Every two weeks I would change  
12 crews.

13 Q. So they -- that transport was in  
14 relation to time you were personally  
15 providing the services in Virginia?

16 A. Myself I went for two weeks and  
17 then I had another crew go for two weeks and  
18 then I went back for two more weeks.

19 Q. It's more economical to rent a  
20 vehicle to get down to Virginia from  
21 Rochester than flying?

22 A. Yes.

23 Q. There's also an expense toward the  
24 bottom for office. It's \$4,817, do you see  
25 that?

1 MICHAEL COLLINS

2 A. Yes.

3 Q. Were you renting office space?

4 A. I was using, I had a dedicated  
5 office in my home, so I was writing that off  
6 as part of my expenses.

7 Q. Let me turn now to tab 3 of the  
8 exhibit binder, it's a Bates numbered  
9 document MCollins 86 to 87, by Plaintiff's  
10 Counsel on the case, I would like to mark  
11 this as Exhibit 2.

12 (Exhibit 2, documents, marked for  
13 identification, as of this date.)

14 Q. Mr. Collins, you testified, I  
15 believe, earlier you turned over  
16 approximately two to three years worth of  
17 these payroll records?

18 A. Yes.

19 Q. Do you also maintain underlying  
20 documentation for the tax return information  
21 for Collins Home Delivery Inc.?

22 A. Sorry, I don't understand.

23 Q. Was the underlying documentation  
24 for the Collins Home Delivery tax returns  
25 that you maintained as well?

1 MICHAEL COLLINS

2 A. Yes.

3 Q. And you still maintain that  
4 information?

5 A. Yes. But I don't personally, my  
6 accountant has it all.

7 Q. All right. We will now turn to tab  
8 5 of the exhibit notebook. It's a single  
9 page Excel spreadsheet that I will represent,  
10 for the record, is a printout of an  
11 electronic document produced in this case as  
12 HDL underscore K002020. And mark this as  
13 Exhibit 3. Top of the spreadsheet says  
14 Homedeliverylink Delivery Settlement  
15 Statement?

16 (Exhibit 3, spreadsheet, marked for  
17 identification, as of this date.)

18 A. Yes.

19 Q. This appears to be a delivery copy  
20 of a delivery settlement statement that you  
21 would have received, Mr. Collins?

22 A. Yes.

23 Q. And would you receive these  
24 delivery statements electronically?

25 A. No.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

Q. How did you receive the delivery settlement statements?

A. They were printed out.

Q. And handed to you or mailed to you?

A. Handed to me.

Q. And were there a separate delivery settlement statements for each truck in operation for that given week?

A. It was broken down by each driver.

Q. So if you had eight drivers working in a given week you would receive eight delivery settlement statements?

A. Yes.

Q. Was there also a cover page to these delivery settlement statements that showed the gross amount of revenue for the week?

A. No.

Q. It would just be in the example I'm giving eight separate delivery statements?

A. Yes.

Q. The settlement statement it says it's for the week ending January 17, 2015, correct?

1 MICHAEL COLLINS

2 A. Yes.

3 Q. And you're listed as a delivery  
4 driver on the settlement statement?

5 A. Yes.

6 Q. I believe you testified earlier you  
7 don't know who was who put your name on the  
8 settlement statement?

9 A. Who input it on the settlement  
10 statement? Well, it would have been tied to  
11 my manifest, but I don't know who generates  
12 the settlement statement, no.

13 Q. Did you compare routinely the  
14 settlement statements you received to the  
15 manifest to insure that the names matched?

16 A. I would keep a running list of what  
17 everybody did each week and I compare it to  
18 that.

19 Q. Where would you maintain that  
20 running list?

21 A. I would have my own Excel  
22 spreadsheet I made.

23 Q. Do you still have that spreadsheet?

24 A. No.

25 Q. Do you recall when you would have

MICHAEL COLLINS

discard that spreadsheet?

A. No. Probably when I got my new laptop. I think it was on my old laptop a year ago.

Q. So based on this delivery settlement statement it's marked as Exhibit 3, how many days during this week of January 17 were you a driver?

A. Just one, but I was in Buffalo that day, so I would have had a separate sheet for when I worked in Rochester.

Q. So the separate sheets were given depending on the location?

A. Yes.

Q. So during this week of January 17, assuming you worked in Rochester as well you would have received two settlement statements?

A. Yes.

Q. Let's turn now to paragraph 7 of the exhibit binder. I will represent, for the record, is a printout of an electronic file produced at HDL underscore K 00281. We will mark this as Exhibit 4.

1 MICHAEL COLLINS

2 (Exhibit 4, printout, marked for  
3 identification, as of this date.)

4 Q. Mr. Collins, does this appear to be  
5 a copy of a delivery settlement statement of  
6 work you performed at Buffalo in May week  
7 ending May 28, 2016?

8 A. Yes.

9 Q. This indicates you worked one day  
10 that week in Buffalo; is that correct?

11 A. Yes.

12 Q. Underneath the delivery heading in  
13 row 6 there is a completed stop count row, do  
14 you see that?

15 A. Okay. Yes.

16 Q. And how many completed stop counts  
17 are recorded in that row?

18 A. Completed stops, one -- or 15,  
19 sorry.

20 Q. Are you looking at what is the date  
21 on top of the week ending in this delivery  
22 statement you are looking at?

23 A. 12/17.

24 Q. I'm currently referring to --

25 MR. BUTCHER: Can we go off the

1 MICHAEL COLLINS

2 record for a second.

3 THE VIDEOGRAPHER: Going off the  
4 record at 4:00 p.m.

5 (Whereupon, an off-the-record  
6 discussion was held.)

7 THE VIDEOGRAPHER: Back on the  
8 record now at 4:01 p.m. Go ahead,  
9 Counsel.

10 Q. Prior to the break, Mr. Collins,  
11 you testified that you -- there were 15  
12 completed stops on this delivery settlement  
13 statement that's Exhibit 4; is that correct?

14 A. Yes.

15 Q. Does that mean you made 15  
16 completed stops on that day?

17 A. Yes.

18 Q. Were there times that a delivery  
19 settlement statement would show more  
20 completed stops than you actually made?

21 A. No.

22 Q. HDL would never include more  
23 completed stops as a way to increase payment?

24 A. No, they would put as carrier  
25 specials or something, but they would never



1 MICHAEL COLLINS

2 increase the carrier stops, no.

3 Q. If we go now to row 11 it has the  
4 mileage for deliveries on December 14.

5 A. Yes.

6 Q. Would you report that mileage  
7 number to Interval?

8 A. On the manifest I would have to  
9 write my beginning and ending mileage and  
10 they would go off of that.

11 Q. And was that a beginning and ending  
12 mileage based on the odometer mileage?

13 A. Yes.

14 Q. It would indicate you made 15 stops  
15 within 51 miles?

16 A. Yes.

17 Q. What would make a manifest an  
18 attractive one, would this be an attractive  
19 manifest to make?

20 A. Yes.

21 Q. Is that because it's quite a few  
22 stops in a small area?

23 A. Yes.

24 Q. You also testified that you would  
25 rarely go to Buffalo, instead you would send

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

someone from your company there to perform work; is that right?

A. Yes.

Q. Would you have taken this opportunity to deliver in Buffalo because of the attractiveness of this manifest?

A. No, I would have done it because nobody else wanted to go. I wouldn't even know the manifest until I got to Buffalo.

Q. How would you be notified that a manifest was available in Buffalo to take?

A. Probably some point the day before they would call me to ask me if I had anybody available because they didn't have enough people.

Q. Would the person that called you be the Buffalo general manager?

A. No, it would usually be the Rochester.

Q. You said usually, was it times it was the Buffalo general manager?

A. Maybe, but not often. It was almost always Rochester.

Q. And how frequently would you turn

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

down the offers to have a manifest for the next day in Buffalo?

A. I would probably, probably accept 80, 85 of percent of them.

Q. And the 15 to 20 percent you would not accept, what were the reasons for?

A. I couldn't get anybody to go.

Q. Was it ever an economic decision that there wasn't enough money being offered to take a manifest?

A. No.

Q. So the only reason in that 15 to 20 percent of the time that you declined the offer is because you didn't have enough employees to send somebody there?

A. Correct.

Q. Who was the general manager at the Buffalo facility?

A. It was Luke Windale for a while. I don't really remember. They went through a lot of them there. Scott, I can't think of his last name, was one. Those are the only two I recall.

Q. Would you attend the morning

1 MICHAEL COLLINS

2 meetings in Buffalo on days you provided  
3 delivery services there?

4 A. Yes.

5 Q. And who from Inerval would lead the  
6 morning meetings in the Buffalo location?

7 A. The general manager who was working  
8 that day if not the assistant.

9 Q. Would that be the assistant  
10 manager, general manager of HDL?

11 A. Yes.

12 Q. Were there times an Inerval  
13 employee would be leading those meetings at  
14 Buffalo?

15 A. They might chime in, but they  
16 wouldn't be leading them, no.

17 Q. Any difference in how the morning  
18 meetings were run in Buffalo versus  
19 Rochester?

20 A. They were pretty much the same,  
21 load your truck and have your meeting. It  
22 would be about.

23 Q. Same topics covered between Buffalo  
24 and Rochester in those morning meetings?

25 A. Yes.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

Q. Would you ever have meetings with your own team at the Rochester location prior to the morning meeting?

A. No, it might have once or twice but in general, no. If I had to address something, I do it individually.

Q. But there were times you would address the Collins Home Delivery group collectively?

A. Yes.

Q. Do you recall a situation arose in which that collective discussion occurred?

A. Usually overall damage claims done a lot recently we have to slow down or we won't have jobs. That was probably really the only reason I would do it.

Q. Going back to Exhibit 4 labeled fuel, it shows Collins Home Delivery paid \$14.27 in fuel for the work performed on December 17; is that right?

A. Yes.

Q. Do you know how that fuel number is calculated?

A. It was -- it was so much per mile

1 MICHAEL COLLINS

2 based on the fuel price at the time.

3 Q. If you go to the row 14 now,  
4 there's a payment for completed stops; is  
5 that right?

6 A. Yes.

7 Q. Accounts on delivery \$457.17 for  
8 those 15 stops, correct?

9 A. Yes.

10 Q. Was there a set first per stop  
11 delivery that HDL would pay?

12 A. Yes.

13 Q. Did that amount increase at any  
14 point while you were contracting with HDL?

15 A. It did.

16 Q. Did you ever negotiate a higher  
17 rate per delivery with HDL?

18 A. No.

19 Q. Did you ever try and negotiate a  
20 higher per delivery rate with HDL?

21 A. Yes.

22 Q. Who did you try and negotiate that  
23 with?

24 A. With Mike Rex.

25 Q. And how many times did you try to

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

negotiate with Mike Rex to get a higher per stop rate?

A. Probably a couple of times a year. He would take it to corporate and they say no and that would be it.

Q. Would Mike Rex provide additional compensation through other mechanisms?

A. I personally was compensated higher than other contractors. And corporate approved that and paid me a little extra.

Q. And would that additional -- strike that.

Collins Home Delivery was paid a higher per stop delivery rate than other contractors?

A. No, I was paid an additional flat rate per week extra.

Q. Why were you paid the additional amount per week?

A. Because they couldn't get any other contractors and I couldn't afford to do it for what they were paying.

Q. Where on the settlement statement would that additional flat amount appear?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

A. It would show HDL specials.

Q. So we are referring to this Exhibit 4, is that line 30, HDL specials?

A. Yes.

Q. So that \$358 was the additional flat amount that you would have received?

A. That would have been extra they paid me to go to Buffalo that day, they must have been in a big bind because they would not have normally gave me that much money.

Q. So there was an incentive payment offered to Collins Home Delivery in order to take the Buffalo delivery on this day?

A. Yes.

Q. And would the entire \$453 amount under the HDL special been attributable to this, that additional amount to get you to come to Buffalo?

A. Yes.

Q. Do you recall what the additional flat weekly amount was that Collins Home Delivery was being paid?

A. It was 160 a week.

Q. Who did you negotiate with in order



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

to get that 160 per week amount?

A. I went through Mike Rex who had to go to our corporate people.

Q. Do you recall when that additional \$160 flat amount when HDL had given it to you?

A. Maybe 15, 16, 16.

Q. Did that continue through the end of the relationship with HDL?

A. For the most part. A couple of times they stopped it and they would give me no warning and I would tell them, well, then I'm not going to deliver your stuff anymore and they would put it right back.

Q. If you look at 16 do you know what that row is reflecting?

A. \$20?

Q. Yes.

A. That would be the extra they paid you to go back if someone wasn't home for delivery.

Q. So you would -- if someone wasn't home, if they weren't there you leave and you get more money to go back?

1 MICHAEL COLLINS

2 A. Yes.

3 Q. Was that an incentive from HDL to  
4 entice you to go back and make the delivery?

5 A. I'm pretty sure that was part of  
6 our contract.

7 Q. To the best of your recollection,  
8 there was \$20 is paid and you need to go back  
9 and make the --

10 A. Yes, it was kind of up to the  
11 driver if they want to join up if they did  
12 they would get the \$20. If they didn't they  
13 wouldn't get paid anything. You wouldn't get  
14 paid if a customer wasn't home and you didn't  
15 do any delivery.

16 Q. So the option to either not make  
17 the delivery that day and not get paid for it  
18 or return to the customers home and get the  
19 additional \$20 but the stop fee?

20 A. Correct.

21 Q. Did you personally have any policy  
22 with your Collins Home Delivery drivers that  
23 they need to do, try a second delivery if  
24 called upon?

25 A. They knew I preferred if they did.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

But if they had done all of the requirements that Inerval had and the customer wasn't home the first time, it was kind of up to them, but if they told me no too many times they might not get a very good manifest for a couple of days.

Q. Meaning you would give them the least desirable manifest?

A. Yes, when I was picking it, yes.

Q. You mentioned Inerval requirements. What Inerval requirements were you referring to?

A. If the customer wasn't home we had to call the customer service and then they had to attempt to contact the customer while we stayed there. And if they couldn't get ahold of the customer then they would give us an authorization code to leave and then we would have to take pictures of the home on the app to prove we had been at the right location.

Q. Do you recall the names of any individuals at Inerval that you would have spoken to?

1 MICHAEL COLLINS

2 A. No, it was all some foreign call  
3 center. It was always somebody different.

4 Q. Are you familiar with a gentleman  
5 named Greg Smigelsky?

6 A. I met Greg, yes.

7 Q. Who is Greg Smigelsky?

8 A. He is a corporate person for HDL.

9 Q. And is Mr. Smigelsky somebody you  
10 would have negotiated with over rates at any  
11 point?

12 A. Not directly, no.

13 Q. For the record, S-M-I-G-E-L-S-K-Y.

14 Referring back down to Exhibit 4 it  
15 shows the total for deliveries that day it  
16 was \$849.77; is that correct?

17 A. Yes.

18 Q. The amount that you received this  
19 week December 17, 2017 would have been the  
20 \$400 flat salary though along with any draw  
21 that you took, correct?

22 A. Yes.

23 Q. You personally did not take the  
24 \$849.77?

25 A. No.

1 MICHAEL COLLINS

2 Q. That was a double negative. Let me  
3 rephrase that. Did you personally receive  
4 the \$849.77?

5 A. No.

6 Q. You may have testified to this  
7 earlier, but I need to clarify. Collins Home  
8 Delivery had no other revenue source other  
9 than Homedeliverylink?

10 A. Correct.

11 Q. When you would hire helpers or  
12 drivers did you have them fill any paperwork  
13 out?

14 A. Well, they would have to fill out a  
15 packet for HDL and I went with that because  
16 they would do the background checks and the  
17 drug testing and all of that.

18 Q. Any other information?

19 A. No, W-9 or whatever the tax form is  
20 they have to fill out for the payroll taxes.

21 Q. And all of the Collins Home  
22 Delivery helpers and drivers were paid as  
23 paid employees of Collins?

24 A. Yes.

25 Q. Why did you decide to pay them as

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

employees as opposed to contractors?

A. Because I didn't think it was fair to pay them as contractors because their taxes by the time they were done they would be making no money.

Q. We talked earlier about Kical Enterprises, were you the sole owner of Kical?

A. Yes.

Q. Did Kical have any revenue source other than deliveries for 3PD?

A. No.

Q. Turning to the first tab of the exhibit binder. For the record, this is a document Bates numbered HDL underscore K99 through 107.

MR. BUTCHER: We will mark this as Exhibit 5. The top of the document it says Independent Contractor Agreement.

(Exhibit 5, Independent Contractor Agreement, marked for identification, as of this date.)

Q. Mr. Collins, have you seen this independent contractor agreement before?

1 MICHAEL COLLINS

2 A. Yes.

3 Q. Do you recall how many independent  
4 contractor agreements like this you entered  
5 into with HDL?

6 A. I believe I only signed the first  
7 one. The other ones they put changes in and  
8 I didn't agree with the changes so I wouldn't  
9 sign them, but they just went with the new  
10 agreement anyway and paid me what the new  
11 agreement said.

12 Q. Do you recall what changes were  
13 made in the other versions of this contract  
14 that you disagreed with?

15 A. Well, one was the administration  
16 fee. Another was the original rate of pay  
17 when they both came with significantly higher  
18 and about three months later they realized it  
19 was too high for them to afford and they came  
20 in and slashed that way back.

21 Q. You have different versions you  
22 didn't sign, but you continued to provide  
23 services for HDL nonetheless?

24 A. Yes.

25 Q. With this contract would you have

1 MICHAEL COLLINS

2 read it before signing it?

3 A. Yes.

4 Q. Moving onto the second page Bates  
5 marked HDL underscore K 100 section 6,  
6 expenses. Do you see that?

7 A. Yes.

8 Q. Was it your understanding when  
9 entering this contract that Collins Home  
10 Delivery was responsible for providing its  
11 own vehicles?

12 A. Yes.

13 Q. And it was your understanding that  
14 Collins Home Delivery was responsible for the  
15 payment of those vehicle expenses?

16 A. Yes.

17 Q. Were there any specific permits you  
18 had to obtain in order to operate Collins  
19 Home Delivery?

20 A. No, I just had to maintain my DOT  
21 number and MC number.

22 Q. Was there any cost associated with  
23 maintaining those?

24 A. The DOT has an annual fee based on  
25 the number of trucks.



1 MICHAEL COLLINS

2 Q. And did Collins Home Delivery pay  
3 for those fees?

4 A. Yes.

5 Q. It was your understanding when  
6 entering the contract Collins Home Delivery  
7 would be paying for those fees?

8 A. Yes.

9 Q. We referred earlier to occasions  
10 which you had meeting with Collins Home  
11 Delivery workers as a group. Would you have  
12 those meetings in an HDL office at the  
13 Rochester warehouse?

14 A. Probably just right out in the  
15 warehouse.

16 Q. Do you recall using the HDL office  
17 at the Rochester warehouse to get that  
18 meeting with Collins Home Delivery workers?

19 A. No.

20 Q. At the start of the dep you  
21 mentioned, you testified, I should say, that  
22 this was the second deposition you had sat  
23 for; is that correct?

24 A. Yes.

25 Q. Was the first deposition you sat

1 MICHAEL COLLINS

2 for in relation to a 2015 lawsuit in Monroe  
3 County?

4 A. Yes.

5 Q. And was Sears also a defendant in  
6 that lawsuit?

7 A. Yes.

8 Q. Was HDL also a defendant in that  
9 lawsuit?

10 A. I believe so, yes.

11 Q. And what was Collins Home Delivery  
12 being sued for?

13 A. Allegedly my employee had hooked up  
14 to a customers water line to the refrigerator  
15 incorrectly and it had leaked and done over a  
16 hundred thousand dollars worth of damage to  
17 the home.

18 Q. Did you recall why Sears was being  
19 sued as part of that lawsuit?

20 A. They are the one who sold the  
21 merchandise.

22 Q. Do you recall why if -- what HDL  
23 was being sued for in that lawsuit?

24 A. I'm sorry, why HDL was being sued?

25 Q. Correct, as part of that lawsuit.

1 MICHAEL COLLINS

2 A. Because they are the ones who  
3 contracted me.

4 Q. Did Collins Home Delivery  
5 ultimately have to pay any money as part of  
6 that lawsuit?

7 A. No.

8 Q. Did the case go to trial?

9 A. Yes.

10 Q. Did a jury trial?

11 A. Yes.

12 Q. And the jury found in favor of the  
13 defendants in the case?

14 A. Yes.

15 Q. To the best of your knowledge,  
16 Sears was not held liable?

17 A. Correct.

18 Q. And HDL was not held liable either?

19 A. Correct.

20 Q. Who was your attorney in that  
21 lawsuit?

22 A. I don't remember. My insurance  
23 company provided the attorney.

24 Q. Was that Erie Insurance that  
25 provided the attorney?

1 MICHAEL COLLINS

2 A. Yes.

3 Q. Was the plaintiff in that case  
4 Heidi Maus, M-A-U-S?

5 A. Yes.

6 Q. Do you recall ever having a tax  
7 warrant placed on Collins Home Delivery?

8 A. No.

9 MR. BUTCHER: Let's go off the  
10 record.

11 THE VIDEOGRAPHER: Going off the  
12 record it's 4:28 p.m.

13 (Whereupon, a short recess was  
14 taken.)

15 THE VIDEOGRAPHER: We are now going  
16 back on the record at 4:38 p.m. This is  
17 the beginning of media 7.

18 Q. Mr. Collins, while Collins Home  
19 Delivery was contracting with HDL did you  
20 have vacation time that you had set aside for  
21 yourself?

22 A. Yes.

23 Q. How often would you take time off  
24 while contracting, while Collins Home  
25 Delivery was contracting with HDL?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

A. I would take about three weeks a year off. But not completely off. I would still have to answer phones, but I wouldn't go do delivery for that time.

Q. You said answer calls, calls from Collins Home Delivery drivers that weren't around if they had questions?

A. Yes, more from HDL general manager of the nightly assignments or if he had a major issue, you know.

Q. When you say the night manager, you mean when they would call about the manifest for the next day?

A. Correct.

Q. When you were in New York making deliveries were those deliveries always within the State of New York?

A. No, we crossed into Pennsylvania.

Q. How often would you cross into Pennsylvania?

A. Pretty much every Tuesday.

Q. Why every Tuesday did you head into Pennsylvania?

A. They would want to have enough

1 MICHAEL COLLINS

2 deliveries to make it worth going down there  
3 so they concentrate them in one day.

4 Q. "They" meaning Interval would  
5 consolidate them for Tuesdays?

6 A. Yes.

7 Q. Other than every Tuesday deliveries  
8 to Pennsylvania, were there other days in  
9 which you would deliver outside of New York?

10 A. No.

11 Q. I'm sorry, did you say that was  
12 every Tuesday or every other Tuesday,  
13 Pennsylvania deliveries?

14 A. Every Tuesday.

15 Q. Was there additional compensation  
16 associated with the Pennsylvania deliveries?

17 A. Yes, those days the truck would get  
18 paid a flat rate for the days for the  
19 delivery because you couldn't do many  
20 deliveries.

21 Q. And were you always given the  
22 opportunity first to take those Pennsylvania  
23 deliveries?

24 A. Usually I would take them because  
25 most of my guys wanted nothing to do with it.

1 MICHAEL COLLINS

2 Q. HDL would offer those, the  
3 Pennsylvania deliveries through Collins Home  
4 Delivery not another contractor?

5 A. No, not always, no.

6 Q. Why would Collins Home Delivery  
7 receive the option to take the Pennsylvania  
8 manifest certain weeks but not others?

9 A. Usually it wasn't an option.  
10 Nobody really wanted to do it, it was like a  
11 --

12 Q. You would take the Pennsylvania  
13 delivery along with the extra compensation?

14 A. Yes. It wasn't really extra you  
15 got paid for 15 deliveries and you would be  
16 out a long time because you were driving far.

17 Q. But that was a higher rate than you  
18 would receive for the New York deliveries?

19 A. No, when you broke it down what the  
20 truck got paid for the day it was no higher,  
21 no.

22 Q. Is that how you would view the  
23 payment, payment the truck would make for the  
24 day?

25 A. That's how I would kind of try to

1 MICHAEL COLLINS

2 judge things.

3 Q. Was there any Collins Home Delivery  
4 employee that you would have as a helper any  
5 time you were the driver?

6 A. No, I would really rotate around  
7 compare, I would take whoever was left, I  
8 tried to keep my other teams, set teams and  
9 if somebody was off or something I would take  
10 the other guy.

11 Q. Why did you take that approach?

12 A. Because I wanted my other teams to  
13 be comfortable and they were much happier if  
14 they worked with the same guy all the time.

15 Q. Did the Collins Home Delivery  
16 trucks that you would rent have any signage  
17 on them?

18 A. I just require operated by Collins  
19 Home Delivery and the DOT numbers.

20 Q. Truck did not have home delivery  
21 links signage anywhere on them?

22 A. No.

23 Q. Trucks did not have an Interval  
24 signage on them?

25 A. No.



1 MICHAEL COLLINS

2 MR. BUTCHER: I have nothing  
3 further.

4 MR. WEBER: I have a couple of  
5 questions, sorry.

6 EXAMINATION BY

7 MR. WEBER:

8 Q. Mr. Collins, you testified earlier  
9 about payments that you received for the  
10 deliveries and that you paid yourself \$400 a  
11 week; is that right?

12 A. Yes.

13 Q. And you also paid yourself, what,  
14 this so-called profits that were left over  
15 that the company had left over?

16 A. Yes.

17 Q. And those profits that you are  
18 talking about once you had paid for helpers,  
19 fuel, trucks, the damage claims, insurance  
20 any other deductions, that came out of the  
21 check, was the money that was left over was  
22 that the profits?

23 A. Yes.

24 Q. And you then, you know, you would  
25 then pay yourself what was left over; is that

MICHAEL COLLINS

accurate?

A. Yes.

Q. Okay. And you also testified that you paid yourself \$400 a week, were there any weeks where the amount you had left over after you had paid for expenses and helpers and stuff like that, the amount left over was less than \$400?

A. Yes.

Q. And what happened then to your -- the amount you were paying yourself?

A. I, I wouldn't give myself any payroll because there would probably only be a hundred extra dollars and I would take it from the business.

Q. So your -- the pay would be less than \$400 if you paid everyone else and you didn't have that much left over?

A. Yes.

Q. And how often did that happen?

A. For the first seven years, never. But the last couple of years probably be, I don't know, four, five times a year for the week.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL COLLINS

MR. WEBER: That's all I have.

MR. BUTCHER: Nothing further.

THE VIDEOGRAPHER: Going off the  
record now at 4:46 p.m.

(Time noted: 4:46 p.m.)

-----  
MICHAEL COLLINS

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 2021.

-----

MICHAEL COLLINS

C E R T I F I C A T E

STATE OF NEW YORK )

: ss.

COUNTY OF KINGS )

I, DIANE BUCHANAN, a Notary Public  
within and for the State of New York, do  
hereby certify:

That MICHAEL COLLINS, the witness  
whose deposition is hereinbefore set  
forth, was duly sworn by me and that  
such deposition is a true record of the  
testimony given by the witness.

I further certify that I am not  
related to any of the parties to this  
action by blood or marriage, and that I  
am in no way interested in the outcome  
of this matter.

IN WITNESS WHEREOF, I have hereunto  
set my hand this 13th day of May, 2021.



DIANE BUCHANAN

MICHAEL COLLINS

----- I N D E X -----

WITNESS	EXAMINATION BY	PAGE
MICHAEL COLLINS	MR. BUTCHER	4
	MR. WEBER	105

----- INFORMATION REQUESTS -----

DIRECTIONS: None

RULINGS: None

TO BE FURNISHED: None

REQUESTS: None

MOTIONS: None

----- EXHIBITS -----

FOR ID.

Exhibit 1	Mcollins 1-85	72
Exhibit 2	Documents	74
Exhibit 3	Spreadsheet	75
Exhibit 4	Printout	79
Exhibit 5	Agreement	94

1 Kloppel, Mike, Et Al. v. Homedeliverylink, Inc.

2 Michael Collins Job No. 4539862

3 E R R A T A S H E E T

4 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

5 \_\_\_\_\_

6 REASON\_\_\_\_\_

7 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

8 \_\_\_\_\_

9 REASON\_\_\_\_\_

10 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

11 \_\_\_\_\_

12 REASON\_\_\_\_\_

13 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

14 \_\_\_\_\_

15 REASON\_\_\_\_\_

16 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

17 \_\_\_\_\_

18 REASON\_\_\_\_\_

19 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

20 \_\_\_\_\_

21 REASON\_\_\_\_\_

22 \_\_\_\_\_

23 \_\_\_\_\_

24 Michael Collins Date

25  
  
  
Page 110

Kloppel, Mike, Et Al. v. Homedeliverylink, Inc.

Michael Collins 4539862

ACKNOWLEDGEMENT OF DEPONENT

I, Michael Collins, do hereby declare that I have read the foregoing transcript, I have made any corrections, additions, or changes I deemed necessary as noted above to be appended hereto, and that the same is a true, correct and complete transcript of the testimony given by me.

\_\_\_\_\_  
Michael Collins

\_\_\_\_\_  
Date

\*If notary is required

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[&amp; - additional]

<b>&amp;</b>	<b>2</b>	<b>358</b> 88:6	<b>74</b> 109:17
<b>&amp;</b> 2:3,8 3:16	<b>2</b> 60:4 71:25 74:11	<b>3:14</b> 59:4	<b>75</b> 109:18
<b>0</b>	74:12 109:17	<b>3:28</b> 59:20	<b>79</b> 109:19
<b>00281</b> 78:24	<b>20</b> 83:6,13 89:18	<b>3:32</b> 59:24	<b>8</b>
<b>02114</b> 2:5	90:8,12,19 111:15	<b>3pd</b> 9:19 10:13,15	<b>8.50</b> 31:10
<b>06296</b> 1:6 4:11	<b>200</b> 52:19	10:17 94:12	<b>80</b> 83:5
<b>1</b>	<b>2004</b> 9:23	<b>4</b>	<b>84</b> 56:19
<b>1</b> 3:16 60:5 72:2,3	<b>2011</b> 9:11 15:13	<b>4</b> 78:25 79:2 80:13	<b>849.77</b> 92:16,24
72:11,12,14,14	55:11,12,25 58:8	85:18 88:4 92:14	93:4
109:16	58:15 65:5	109:4,19	<b>85</b> 60:6 72:11,15
<b>1-85</b> 109:16	<b>2012</b> 65:5,7	<b>4,225</b> 65:17	83:5
<b>100</b> 2:4 14:13,13	<b>2013</b> 61:18	<b>4,817</b> 73:24	<b>851</b> 70:7
47:25 96:5	<b>2015</b> 55:11,12,25	<b>400</b> 44:24 58:13,19	<b>86</b> 74:9
<b>105</b> 109:5	56:9 76:24 98:2	92:20 105:10	<b>87</b> 74:9
<b>107</b> 94:17	<b>2016</b> 17:18 79:7	106:5,9,18	<b>9</b>
<b>11</b> 81:3	<b>2017</b> 70:23,23	<b>453</b> 88:16	<b>9</b> 93:19
<b>11462</b> 5:11	92:19	<b>4539862</b> 110:2	<b>91,114</b> 68:19
<b>12</b> 54:9	<b>2018</b> 57:14,16,18	111:2	<b>94</b> 109:20
<b>12/17</b> 79:23	57:24 58:10	<b>457.17</b> 86:7	<b>98</b> 47:10
<b>13th</b> 108:21	<b>2019</b> 11:25 24:8	<b>4:00</b> 80:4	<b>a</b>
<b>14</b> 81:4 86:3	57:11 58:15	<b>4:01</b> 80:8	<b>able</b> 16:2 17:25
<b>14.27</b> 85:20	<b>2021</b> 1:11 107:12	<b>4:28</b> 100:12	33:20 43:15
<b>14262</b> 14:14	108:21	<b>4:38</b> 100:16	<b>abutcher</b> 2:10
<b>14612</b> 13:7	<b>21</b> 1:11	<b>4:46</b> 107:5,6	<b>accept</b> 83:4,7
<b>15</b> 17:18 39:22,23	<b>2295</b> 72:24	<b>5</b>	<b>accident</b> 33:19,21
40:3,4,6 58:22	<b>24</b> 60:12 61:2	<b>5</b> 75:8 94:19,21	<b>accord</b> 28:20
79:18 80:11,15	<b>2566</b> 66:14	109:20	<b>account</b> 40:23
81:14 83:6,13	<b>28</b> 79:7	<b>51</b> 81:15	54:15,17,18 65:15
86:8 89:8 103:15	<b>2:03</b> 4:3	<b>5502</b> 108:23	67:13
<b>16</b> 58:8 89:8,8,16	<b>2:05</b> 1:12	<b>6</b>	<b>accountant</b> 75:6
<b>160</b> 88:24 89:2,6	<b>3</b>	<b>6</b> 79:13 96:5	<b>accounts</b> 86:7
<b>163</b> 13:6	<b>3</b> 74:7 75:13,16	<b>600</b> 52:15,21 53:3	<b>accurate</b> 106:2
<b>17</b> 76:24 78:9,16	78:8 109:18	<b>60603</b> 2:9	<b>acknowledgement</b>
85:21 92:19	<b>3,581</b> 63:13	<b>61</b> 72:17	111:3
<b>17,751</b> 61:3	<b>3.8</b> 61:8,10	<b>6:17</b> 1:6 4:11	<b>action</b> 108:17
<b>175</b> 52:20	<b>30</b> 2:9 3:15 88:4	<b>7</b>	<b>add</b> 23:11
<b>18</b> 70:23	<b>300</b> 50:14	<b>7</b> 78:21 100:17	<b>added</b> 23:5
	<b>30d</b> 52:25	<b>72</b> 109:16	<b>adding</b> 23:9 36:20
	<b>314</b> 5:10		<b>additional</b> 50:7,11
			52:8,12,22,23



**[additional - better]**

57:19 87:7,12,17 87:19,25 88:6,18 88:21 89:5 90:19 102:15 <b>additions</b> 111:6 <b>address</b> 5:9 13:4,9 13:12,15,15,16 85:6,9 <b>addressed</b> 39:4 <b>administer</b> 3:10 <b>administration</b> 12:4,19 95:15 <b>administrative</b> 61:3,8,11,17,20 62:22 <b>advertising</b> 66:12 <b>afford</b> 71:2 87:22 95:19 <b>ago</b> 6:4,6 8:8 78:5 <b>agree</b> 95:8 <b>agreed</b> 3:4,19 <b>agreement</b> 94:20 94:22,25 95:10,11 109:20 <b>agreements</b> 95:4 <b>ahead</b> 6:25 59:9 59:25 80:8 <b>ahold</b> 91:18 <b>airfare</b> 50:20 <b>al</b> 1:3 110:1 111:1 <b>alejandro</b> 24:12 <b>allegedly</b> 98:13 <b>allow</b> 64:7,25 <b>allowed</b> 19:2,3 64:12,13,17 <b>amazon</b> 18:13,16 18:18 <b>amount</b> 32:15,18 44:2 48:11 76:17 86:13 87:20,25 88:7,16,18,22 89:2	89:6 92:18 106:6 106:8,12 <b>andrew</b> 2:10 <b>andy</b> 4:18 5:14 6:18 <b>annual</b> 96:24 <b>answer</b> 6:18,21,23 101:4,6 <b>answering</b> 7:14 <b>anybody</b> 19:10 82:14 83:8 <b>anymore</b> 17:14 22:14 65:2 71:3 89:14 <b>anyway</b> 95:10 <b>ap</b> 68:8,11 91:21 <b>apart</b> 51:21 <b>appear</b> 47:7 79:4 87:25 <b>appears</b> 75:19 <b>appended</b> 111:7 <b>approach</b> 104:11 <b>approved</b> 87:11 <b>approximately</b> 4:3 17:16 50:22 51:12 52:15 56:2 59:8 59:24 72:7 74:16 <b>april</b> 1:11 <b>arcadia</b> 13:6 <b>area</b> 81:22 <b>areas</b> 42:17 <b>arose</b> 85:12 <b>arrange</b> 15:17 69:11 <b>arrived</b> 53:3 <b>aside</b> 100:20 <b>asked</b> 7:16 <b>asking</b> 43:21 <b>assets</b> 71:10 <b>assign</b> 43:22,23	<b>assigned</b> 46:5 <b>assignments</b> 101:10 <b>assist</b> 36:24 <b>assistant</b> 34:18,20 36:5,7,19 42:4 84:8,9 <b>associated</b> 67:16 96:22 102:16 <b>assuming</b> 65:11 78:17 <b>attempt</b> 91:16 <b>attend</b> 38:9,11,13 38:14,17 83:25 <b>attorney</b> 5:15 99:20,23,25 <b>attorneys</b> 2:4,8 4:16 <b>attractive</b> 81:18 81:18 <b>attractiveness</b> 82:7 <b>attributable</b> 88:17 <b>authority</b> 12:3,6 12:10 <b>authorization</b> 91:19 <b>authorized</b> 3:10 <b>auto</b> 72:24 73:3 <b>available</b> 19:20,21 19:24 42:6 82:12 82:15 <b>avoid</b> 64:4 <b>awards</b> 56:7 <b>axel</b> 25:10,24	73:9,18 80:7 85:18 89:15,21,25 90:4,8 92:14 95:20 100:16 <b>background</b> 6:10 9:5 93:16 <b>backs</b> 69:24 <b>bad</b> 38:6,20 <b>bank</b> 54:14,17,18 <b>based</b> 32:11 78:6 81:12 86:2 96:24 <b>basically</b> 15:20 <b>basis</b> 31:12,15,18 35:19 36:7 44:12 44:14 56:16 62:6 <b>bates</b> 60:5 72:10 74:8 94:16 96:4 <b>began</b> 59:11 <b>beginning</b> 6:13 22:10 33:25 81:9 81:11 100:17 <b>begins</b> 60:5 <b>behalf</b> 4:19,21 66:9 <b>believe</b> 9:2 10:9 17:18 20:6 23:19 27:7 30:21 31:2 34:18 35:12 42:2 48:5 50:13 65:7 65:22,24 70:17 73:5 74:15 77:6 95:6 98:10 <b>ben</b> 7:22 26:12 <b>benjamin</b> 2:5 4:20 26:24 <b>best</b> 17:6 20:10 22:21 34:17 43:12 61:15 90:7 99:15 <b>better</b> 32:17 42:22 67:2 69:12
		<b>b</b>	
		<b>b</b> 9:16 29:20 <b>back</b> 26:6 36:16 41:19 45:15,18 51:23,24 59:8,23 69:17 72:7 73:6,8	

**[big - collins]**

<b>big</b> 19:16 41:10 42:17 88:10 <b>bill</b> 40:25 <b>bills</b> 65:25 66:4 <b>bind</b> 88:10 <b>binder</b> 59:12 60:3 74:8 78:22 94:15 <b>bit</b> 18:13 23:14 52:24 <b>bjweber</b> 2:6 <b>blood</b> 108:17 <b>blue</b> 16:13,14,25 17:22 <b>bob</b> 62:14,15,18 62:21 <b>bonus</b> 55:18,19 56:2,10,24 57:15 57:23 <b>bonuses</b> 55:21,23 57:19 <b>borrow</b> 41:8 <b>boston</b> 2:5 <b>bottom</b> 57:6 73:24 <b>bought</b> 10:15 16:3 <b>boulevard</b> 14:13 <b>branch</b> 34:13 <b>break</b> 7:5 30:24 58:23 80:10 <b>breaking</b> 20:19 <b>breaks</b> 7:8 <b>broke</b> 103:19 <b>broken</b> 47:19 76:10 <b>brought</b> 41:20 <b>buchanan</b> 1:19 4:14 108:7,24 <b>buffalo</b> 14:19 18:20,21 48:25 49:2,5,9 78:10 79:6,10 81:25 82:6,10,12,18,22	83:3,19 84:2,6,14 84:18,23 88:9,14 88:19 <b>burrows</b> 29:20,24 30:10,16 31:2,9 <b>business</b> 9:25 10:7 11:19 13:4,12 15:20 28:8 65:14 67:3 68:2 106:16 <b>butcher</b> 2:10 4:18 4:18 5:7,15 58:21 59:18 72:4,9 79:25 94:18 100:9 105:2 107:3 109:4 <b>buy</b> 16:16	<b>case</b> 1:6 4:10 47:9 60:9 68:5 74:10 75:11 99:8,13 100:3 <b>cases</b> 40:22 <b>cellphone</b> 67:24 67:25 <b>center</b> 92:3 <b>certain</b> 55:6 103:8 <b>certification</b> 3:7 <b>certify</b> 108:9,15 <b>change</b> 10:4 17:11 20:12,15,20,23 43:19 46:8,22 58:4,14 62:5 70:24 71:4 73:11 110:4,7,10,13,16 110:19 <b>changed</b> 10:2 46:20,24 56:9 <b>changes</b> 95:7,8,12 111:6 <b>charge</b> 29:7 61:8 64:2 68:19 <b>charged</b> 61:7 <b>charging</b> 52:14,21 61:20 <b>charles</b> 26:24 <b>cheaper</b> 21:16 <b>check</b> 105:21 <b>checks</b> 93:16 <b>chicago</b> 2:9 <b>chime</b> 84:15 <b>choice</b> 10:25 <b>choose</b> 21:8 43:12 43:13,15 60:20 <b>chris</b> 19:14,15 27:3 <b>civil</b> 1:18 <b>claim</b> 5:25 6:7 36:3 64:6 65:10	65:13 <b>claims</b> 63:13,23 85:14 105:19 <b>clarify</b> 93:7 <b>clear</b> 21:25 22:4 <b>clearer</b> 7:2 <b>code</b> 91:19 <b>collective</b> 85:13 <b>collectively</b> 85:10 <b>college</b> 9:9 <b>collins</b> 1:16 4:1,5 5:1,8,13,14 6:1,3 7:1 8:1 9:1,10,13 10:1,2,4 11:1,7,12 11:15,18,23 12:1,2 12:7,17,22,25 13:1 13:5,12,14,18,21 13:24 14:1,3,7,10 14:15 15:1,8,12,16 16:1 17:1,12,23 18:1,23 19:1 20:1 21:1,2,4,10 22:1,5 22:8 23:1,9,11 24:1,6,13 25:1,4 25:14,25 26:1,5,9 26:13,18,25 27:1,4 27:9,14,20 28:1,4 28:21 29:1,17,21 30:1,7 31:1,3,11 31:14,25 32:1,10 33:1,10,17 34:1,7 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1,8 43:14 44:1,13,17 45:1 46:1 47:1,3 48:1,9,18 49:1 50:1,6 51:1,16,20 52:1,2,9 53:1,14 54:1,2,14,21,24 55:1,6,13 56:1,25
	<b>c</b> 2:2 5:2,2 31:24 108:2,2 <b>calculated</b> 85:24 <b>call</b> 35:25 36:3,9 42:3 43:2 62:21 62:24 82:14 91:15 92:2 101:13 <b>called</b> 46:11 82:17 90:24 105:14 <b>calls</b> 101:6,6 <b>cambridge</b> 2:4 <b>cameron</b> 5:10 <b>car</b> 50:20 73:7 <b>card</b> 56:20 57:9,13 57:16 69:18,23,25 70:3 <b>cards</b> 56:15 57:4 68:23 <b>cariano</b> 31:24 <b>carrier</b> 12:3,4,10 12:18 80:24 81:2 <b>carry</b> 45:11 <b>cars</b> 73:5 <b>carts</b> 56:22		

**[collins - damage]**

57:1 58:1,3,7,13 59:1,10 60:1,7,18 61:1,12 62:1 63:1 64:1 65:1,12,21 66:1,9,11 67:1,12 67:17 68:1,15,22 69:1,15 70:1 71:1 71:9,12 72:1,13,21 72:22 73:1 74:1 74:14,21,24 75:1 75:21 76:1 77:1 78:1 79:1,4 80:1 80:10 81:1 82:1 83:1 84:1 85:1,9 85:19 86:1 87:1 87:14 88:1,13,22 89:1 90:1,22 91:1 92:1 93:1,7,21,23 94:1,24 95:1 96:1 96:9,14,18 97:1,2 97:6,10,18 98:1,11 99:1,4 100:1,7,18 100:18,24 101:1,7 102:1 103:1,3,6 104:1,3,15,18 105:1,8 106:1 107:1,9 108:1,10 109:1,4 110:2,24 111:2,4,12 <b>colon</b> 24:12,16,19 25:3 26:8 <b>come</b> 25:16 46:12 60:20 67:12 88:19 <b>comfortable</b> 104:13 <b>communicated</b> 7:24 8:4,9 <b>companies</b> 11:9 13:25 17:19 20:13 20:20,23	<b>company</b> 5:24 6:2 11:13 14:8 15:12 16:4 17:20 20:15 21:19 32:20 33:7 47:20 66:17,21 67:3 69:19 82:2 99:23 105:15 <b>compare</b> 77:13,17 104:7 <b>compensated</b> 87:9 <b>compensation</b> 50:7,12 52:9,13 70:6,10,13,16,19 87:8 102:15 103:13 <b>complete</b> 111:8 <b>completed</b> 79:13 79:16,18 80:12,16 80:20,23 86:4 <b>completely</b> 101:3 <b>computer</b> 48:4 <b>concentrate</b> 102:3 <b>conception</b> 32:22 32:24 33:3,6 <b>conduct</b> 50:8 <b>confrontational</b> 64:24 <b>consistent</b> 61:11 <b>consistently</b> 58:19 <b>consolidate</b> 18:6 102:5 <b>contact</b> 35:24 91:16 <b>contain</b> 42:9 <b>contained</b> 60:3 <b>continue</b> 89:9 <b>continued</b> 95:22 <b>contract</b> 17:7 22:22 24:5,9 57:10 62:2 71:22 90:6 95:13,25	96:9 97:6 <b>contracted</b> 9:19 99:3 <b>contracting</b> 17:20 18:24 19:19 61:13 86:14 100:19,24 100:25 <b>contractor</b> 11:5 15:9 24:18 27:25 30:18,19 31:4 41:7 50:4 94:20 94:21,25 95:4 103:4 <b>contractors</b> 20:4 23:6 60:21 61:22 87:10,16,22 94:2,4 <b>contribution</b> 45:2 <b>copy</b> 3:13,16 75:19 79:5 <b>corporate</b> 87:5,10 89:4 92:8 <b>correct</b> 21:2 31:4 38:22 40:10 42:7 44:9 51:22 57:8 63:14 64:2 65:18 72:22 76:25 79:10 80:13 83:17 86:8 90:20 92:16,21 93:10 97:23 98:25 99:17,19 101:15 111:8 <b>corrections</b> 111:6 <b>correctly</b> 40:13,20 <b>cost</b> 71:7 96:22 <b>counsel</b> 3:5,16 4:6 59:9,25 60:8 68:25 74:10 80:9 <b>count</b> 79:13 <b>counts</b> 79:16 <b>county</b> 98:3 108:5	<b>couple</b> 14:24 15:4 23:5 27:22 29:5 33:13 37:14,18 87:4 89:11 91:7 105:4 106:23 <b>court</b> 1:2 3:12 4:9 4:13,23 6:14 58:23 <b>cover</b> 76:15 <b>covered</b> 38:23 50:16,18 52:22 70:16 84:23 <b>cpa</b> 60:19 <b>create</b> 47:13 <b>crew</b> 73:17 <b>crews</b> 73:12 <b>cross</b> 101:20 <b>crossed</b> 101:19 <b>currently</b> 34:13 66:7 79:24 <b>customer</b> 18:11 32:14,17 36:11,13 36:15 38:25 39:7 39:8 40:8,17 43:12 55:24 56:4 56:7 57:19,23 64:5,8,9,11,14 65:5 90:14 91:3 91:14,15,16,18 <b>customers</b> 18:10 64:25 90:18 98:14 <b>cv</b> 1:6 4:11
<b>d</b>			
<b>d</b> 3:2 9:16 31:6 109:2 <b>daily</b> 35:19 36:7 56:15 <b>damage</b> 5:24 6:7,8 29:6,7,10 32:15,16 32:18 36:3 63:12 63:16,20,23 64:6			

**[damage - distributing]**

65:10,13 85:14 98:16 105:19 <b>damaged</b> 28:25 29:2,5 <b>damages</b> 29:4 <b>date</b> 1:11 72:16 74:13 75:17 79:3 79:20 94:23 110:24 111:12 <b>dave</b> 64:20 <b>david</b> 10:9 35:9,10 35:14 43:11,18 64:19 <b>day</b> 35:23 36:2,10 37:17 38:12,25 40:6 42:6,10 45:20,23 48:5 50:14 52:15,20,21 52:25 53:3,19 54:9,10 61:25 68:6,16 78:11 79:9 80:16 82:13 83:3 84:8 88:9,14 90:17 92:15 101:14 102:3 103:20,24 107:12 108:21 111:15 <b>days</b> 3:15 29:24,25 38:13,15 51:6 55:17 58:6,9,10,11 58:12,18,18 78:8 84:2 91:7 102:8 102:17,18 <b>debit</b> 69:18 70:3 <b>december</b> 81:4 85:21 92:19 <b>decide</b> 10:23 17:23 21:13 31:17 32:8 52:4 93:25 <b>decided</b> 17:11 22:13 63:20 67:2	<b>decision</b> 21:7 83:9 <b>declare</b> 111:4 <b>decline</b> 53:11 <b>declined</b> 53:9 83:14 <b>dedicated</b> 74:4 <b>deducted</b> 44:20 63:24 <b>deduction</b> 63:12 65:17 66:15 67:7 67:8,19,22 70:7 <b>deductions</b> 60:25 63:17 72:20 105:20 <b>deemed</b> 111:6 <b>defendant</b> 1:9,17 2:8 4:6 98:5,8 <b>defendants</b> 99:13 <b>deliver</b> 13:24 15:18 18:16 54:9 82:6 89:14 102:9 <b>delivered</b> 14:4,8 55:17 58:10,12 <b>deliveries</b> 10:22 13:22 18:9,19 23:7 31:22,23 32:19 42:10,18,22 44:7 47:18 48:25 49:13 68:3,7,12 81:4 92:15 94:12 101:17,17 102:2,7 102:13,16,20,23 103:3,15,18 105:10 <b>delivering</b> 48:8 54:8,11 58:3 <b>delivery</b> 6:3 9:10 9:14,20 10:3,5 11:7,12,15,18,23 12:2,7,17,22 13:2 13:5,12,14,19,21	13:24 14:4,7,11,11 14:16,16 15:8,12 15:16 17:12,24 21:2,5,10 22:5,8 23:9,11 24:6,13 25:4,14,25 26:5,9 26:13,19,25 27:4,9 27:15,20 28:4,21 29:17,21 30:8 31:10,11,12,14,15 31:18,25 32:10 33:10,18 34:7 35:24 36:16,17 38:14,16 41:21 42:17,20 43:8,15 44:11,13,14,17 46:10 47:3,4,13,16 47:23 48:10,11,18 48:21 50:7 51:2,8 51:16,20 52:2,9,10 52:18 53:14 54:3 54:14,22,24 55:7 56:25 58:3,7,14 60:18 61:12 65:12 65:21 66:9,11 67:9,13,17 68:16 68:22 69:2,15 71:9,12,16,17 72:21 74:21,24 75:14,19,20,24 76:2,7,13,16,21 77:3 78:6 79:5,12 79:21 80:12,18 84:3 85:9,19 86:7 86:11,17,20 87:14 87:15 88:13,14,23 89:22 90:4,15,17 90:22,23 93:8,22 96:10,14,19 97:2,6 97:11,18 98:11 99:4 100:7,19,25	101:5,7 102:19 103:4,6,13 104:3 104:15,19,20 <b>demand</b> 23:5 <b>demonstration</b> 39:10 <b>dep</b> 97:20 <b>depend</b> 39:18 <b>depending</b> 30:4 42:19 48:21 78:14 <b>deponent</b> 111:3 <b>deposited</b> 54:14 <b>deposition</b> 1:15 3:7,8,13 4:5,11 5:17,18,19 6:12 7:9,25 8:16 33:22 33:25 34:2,5 53:19 59:11 72:13 97:22,25 108:11 108:13 <b>desirable</b> 91:9 <b>determine</b> 43:6 <b>diane</b> 1:19 4:13 108:7,24 <b>difference</b> 84:17 <b>different</b> 13:8 18:7 30:3 31:3 92:3 95:21 <b>directions</b> 109:8 <b>directly</b> 43:16 56:17,25 64:5,9,11 64:14,18 65:4 71:23 92:12 <b>disagreed</b> 95:14 <b>discard</b> 78:2 <b>discussion</b> 30:23 30:24 40:7 59:22 80:6 85:13 <b>distributed</b> 45:14 <b>distributing</b> 45:11
---	---	---	---

**[district - feary]**

<b>district</b> 1:2,2 4:9 4:10 <b>ditmax</b> 30:21 31:4 <b>document</b> 60:3,4 72:10 74:9 75:11 94:16,19 <b>documentation</b> 74:20,23 <b>documents</b> 74:12 109:17 <b>doing</b> 9:16,17 10:22 24:4 39:4 51:22 <b>dollars</b> 12:14 98:16 106:15 <b>dollies</b> 67:9 <b>dot</b> 96:20,24 104:19 <b>double</b> 57:21 93:2 <b>draw</b> 92:20 <b>draws</b> 58:19 <b>drive</b> 5:10 49:5 58:7 73:8 <b>driver</b> 24:12,15 25:8,13,21,25 26:12,16,23,25 27:4,5,6,14,17,19 28:4,7,13,15,16,17 29:21,22,24 30:4 30:12,13 31:25 32:5,7,9,20,24 33:2,4,10,12 44:12 45:22 46:5,8,19 47:2,19 52:19 71:16,17 76:10 77:4 78:9 90:11 104:5 <b>drivers</b> 14:21,23 25:18 30:8 31:15 43:9,15 44:10 48:20 69:2 76:11	90:22 93:12,22 101:7 <b>driving</b> 73:9 103:16 <b>drug</b> 93:17 <b>dryer</b> 41:11 <b>duly</b> 5:3 108:12 <b>e</b> <b>e</b> 2:2,2 3:2,2 5:2 92:13 108:2,2 109:2 110:3,3,3 <b>earlier</b> 33:9,22 53:18 74:15 77:6 93:7 94:7 97:9 105:8 <b>easier</b> 21:16 <b>economic</b> 83:9 <b>economical</b> 73:19 <b>educational</b> 9:5 <b>effect</b> 3:11,14 43:20 <b>eight</b> 54:12 76:11 76:12,21 <b>either</b> 11:2 42:3 46:15 66:6 90:16 99:18 <b>electronic</b> 75:11 78:23 <b>electronically</b> 75:24 <b>employed</b> 21:4 63:11 <b>employee</b> 10:21,24 11:4 20:25 29:14 31:19 39:11 54:2 68:16 71:17 84:13 98:13 104:4 <b>employees</b> 16:15 16:16 18:2 29:17 33:16 37:3 48:18 49:8 56:17 57:5	63:9 68:23 69:16 70:20 83:16 93:23 94:2 <b>employment</b> 26:5 33:8 <b>entered</b> 95:4 <b>entering</b> 96:9 97:6 <b>enterprise</b> 20:7,9 20:18 <b>enterprises</b> 9:15 9:22,24 10:12,16 10:19,24 11:8 94:8 <b>entertainment</b> 65:17,20 <b>entice</b> 90:4 <b>entire</b> 34:16 37:17 61:12 88:16 <b>equal</b> 44:2 <b>equipment</b> 41:8 67:9 <b>erie</b> 22:17,18,20 70:11,12 71:5 99:24 <b>esq</b> 2:5,10 <b>et</b> 1:3 110:1 111:1 <b>evening</b> 46:7,9 <b>evenings</b> 42:3 <b>event</b> 68:15 <b>eventually</b> 17:13 45:15 <b>everybody</b> 77:17 <b>exactly</b> 22:3 <b>examination</b> 5:6 105:6 109:3 <b>examined</b> 5:4 <b>example</b> 43:2 76:20 <b>excel</b> 75:9 77:21 <b>excepted</b> 7:15	<b>exclude</b> 71:5 <b>exclusively</b> 18:12 <b>exhibit</b> 59:12 60:3 72:2,3,12,14,18 74:8,11,12 75:8,13 75:16 78:7,22,25 79:2 80:13 85:18 88:3 92:14 94:15 94:19,21 109:16 109:17,18,19,20 <b>exhibits</b> 109:14 <b>existence</b> 11:16 <b>existing</b> 71:4 <b>expected</b> 54:9 <b>expedited</b> 32:20 <b>expense</b> 52:22 67:12 72:24 73:4 73:23 <b>expenses</b> 50:16,18 65:21 67:16 74:6 96:6,15 106:7 <b>explain</b> 41:8 <b>extra</b> 40:23 41:11 52:16,17 68:14 87:11,18 88:8 89:20 103:13,14 106:15 <b>f</b> <b>f</b> 3:2 27:3 108:2 <b>facebook</b> 8:13 <b>facility</b> 24:24 83:19 <b>fair</b> 7:16 94:3 <b>familiar</b> 25:11 92:4 <b>far</b> 103:16 <b>farm</b> 22:10,12,16 <b>fault</b> 30:15 <b>favor</b> 99:12 <b>feary</b> 2:8
---	--	--	---



**[federal - happen]**

<b>federal</b> 1:18 12:3 12:18 44:19 <b>fee</b> 61:3,5,8,11,17 61:20 62:22 64:3 64:4 66:14 67:6 90:19 95:16 96:24 <b>feel</b> 39:3 40:14 <b>fees</b> 97:3,7 <b>female</b> 50:3 <b>fewer</b> 44:8 <b>figured</b> 63:8 <b>file</b> 69:19,23 78:24 <b>filed</b> 4:8 5:16 11:20 <b>filing</b> 3:6 <b>filings</b> 12:18,23 <b>fill</b> 12:12 60:17 69:2,5,6,9,12,16 69:19,20,21,24 93:12,14,20 <b>filled</b> 54:23 <b>filling</b> 40:15,19,21 <b>find</b> 11:2 63:3,8 <b>fine</b> 58:25 59:2 <b>finish</b> 7:6 22:2 <b>finished</b> 6:24 <b>firm</b> 4:14 <b>first</b> 5:3 19:15 58:8 86:10 91:4 94:14 95:6 97:25 102:22 106:22 <b>five</b> 6:6 16:5 23:19 23:20,24 27:7 42:25 43:3 58:8,9 58:12,17,23 106:24 <b>fix</b> 21:16 <b>fixed</b> 21:18 <b>flat</b> 30:7 31:8 44:18,22 48:10 87:17,25 88:7,22	89:6 92:20 102:18 <b>fleischer</b> 62:15,18 62:21 <b>flying</b> 73:21 <b>folder</b> 8:17 <b>follows</b> 5:5 <b>force</b> 3:14 <b>forced</b> 7:4 <b>foregoing</b> 111:5 <b>foreign</b> 92:2 <b>forgotten</b> 68:16 <b>form</b> 3:20 10:24 93:19 <b>formed</b> 9:10,23 <b>forth</b> 73:6,8,9 108:12 <b>forward</b> 57:18 62:5 <b>found</b> 21:15 26:20 26:21 27:13 33:8 51:6 99:12 <b>four</b> 19:22 21:6 28:19 35:12 43:3 58:11,18 106:24 <b>fox</b> 26:24 <b>fpg</b> 1:6 4:11 <b>frequent</b> 46:13 <b>frequently</b> 40:2 82:25 <b>friends</b> 63:10 <b>fuel</b> 68:20,23 85:19,20,23 86:2 105:19 <b>full</b> 5:9 41:10 <b>furnished</b> 109:10 <b>furniture</b> 54:8 <b>further</b> 3:19 65:16 105:3 107:3 108:15	<b>g</b> <b>g</b> 92:13 <b>gallagher</b> 2:12 4:13 <b>game</b> 66:2,4 <b>garvin</b> 2:7 <b>general</b> 15:9 34:25 35:5,8,11,13,19 36:23 42:4 45:8 82:18,22 83:18 84:7,10 85:6 101:9 <b>generally</b> 56:6 <b>generated</b> 47:20 <b>generates</b> 77:11 <b>gentleman</b> 92:4 <b>gesture</b> 66:8 <b>getting</b> 50:13,15 52:19 <b>gift</b> 56:15 57:4,9 57:13,16 <b>give</b> 6:21 18:2 20:20 23:14,15 43:8 44:2 56:15 56:22 58:22 68:17 68:22 89:12 91:8 91:18 106:13 <b>given</b> 45:23 46:9 48:24 58:4 61:24 76:9,12 78:13 89:6 102:21 108:14 111:9 <b>giving</b> 76:21 <b>go</b> 6:9,25 11:18 36:16 49:17 52:7 53:6,13,15,22,25 54:4 56:24 59:9 59:16,25 63:3 65:16 69:4,8 71:23 72:4 73:17 79:25 80:8 81:3	81:10,25 82:9 83:8 86:3 88:9 89:4,21,25 90:4,8 99:8 100:9 101:5 <b>goes</b> 29:9 <b>going</b> 4:2 6:9 7:14 22:4 32:9 46:5 50:4,8 51:4 54:7 58:21 59:3,7,19 60:2 62:5 63:11 72:6 80:3 85:18 89:14 100:11,15 102:2 107:4 <b>good</b> 17:25 55:12 56:4,7 65:22 91:6 <b>goodwill</b> 66:8 <b>gotten</b> 28:10 <b>graduate</b> 9:5 <b>great</b> 32:14 <b>greg</b> 92:5,6,7 <b>gross</b> 61:9 76:17 <b>group</b> 85:9 97:11 <b>gts</b> 9:19 10:13,14 10:17,21,23 11:4 12:7,9 <b>gtx</b> 33:16 <b>guess</b> 29:9 <b>guy</b> 104:10,14 <b>guys</b> 20:3 23:14 27:22 65:23 73:6 73:6 102:25 <b>h</b> <b>h</b> 5:2 110:3 <b>half</b> 26:3 <b>hand</b> 56:17,21 67:10 108:21 <b>handed</b> 57:5 76:5 76:6 <b>hanson</b> 2:8 <b>happen</b> 41:15 106:21
--	---	---	---

**[happened - initial]**

<b>happened</b> 106:11 <b>happier</b> 104:13 <b>happy</b> 61:22 <b>hats</b> 16:17,17,22 <b>hdl</b> 5:16 10:6,8 12:8,9,20 15:24 16:5,8,20 17:3,8,8 17:20 18:24 19:5 19:6,13,25 20:19 20:22 22:23 24:6 24:10,23 35:16,20 36:7 39:3,13 40:14 41:23 43:2 43:16 45:16,19 46:3,4 52:8,22 53:2 54:13 55:22 56:3,22,23 61:7,13 61:15,19 62:4,13 63:17,18,20 64:7 64:22 71:23 75:12 78:24 80:22 84:10 86:11,14,17,20 88:2,4,17 89:6,10 90:3 92:8 93:15 94:16 95:5,23 96:5 97:12,16 98:8,22,24 99:18 100:19,25 101:9 103:2 <b>head</b> 101:23 <b>heading</b> 61:2 79:12 <b>heidi</b> 100:4 <b>held</b> 1:18 4:12 30:23 59:22 80:6 99:16,18 <b>helper</b> 24:13,14 25:7 27:4 28:13 28:15 29:22,25 30:5,11,14 31:25 32:4,6,9,16,17,25	47:5,6 51:4 52:20 104:4 <b>helpers</b> 30:8 31:12 44:11 48:9 93:11 93:22 105:18 106:7 <b>helpful</b> 6:12 <b>helping</b> 14:20 <b>henrietta</b> 69:6 <b>hereinbefore</b> 108:11 <b>hereto</b> 111:7 <b>hereunto</b> 108:20 <b>high</b> 9:6,8 95:19 <b>higher</b> 86:16,20 87:2,9,15 95:17 103:17,20 <b>hill</b> 5:10 <b>hire</b> 15:17 60:17 93:11 <b>hired</b> 30:13 49:22 <b>hiring</b> 24:20 <b>home</b> 6:3 9:10,13 9:20 10:2,5 11:7 11:12,15,18,23 12:2,7,17,22 13:2 13:5,8,10,12,14,15 13:19,21,24 14:4,7 14:10,16 15:8,12 15:16 17:12,24 18:10 21:2,5,10 22:5,8 23:9,11 24:6,13 25:4,14,25 26:5,9,13,19,25 27:4,9,15,20 28:4 28:21 29:17,21 30:8 31:11,14,25 32:10 33:10,17 34:7 36:15,17 43:8,15 44:13,17 47:4 48:18 51:16	51:20 52:2,9 53:14 54:2,14,21 54:24 55:7 58:3,7 58:14 60:18 61:12 65:12,21 66:9,11 67:13,17 68:15,22 69:15 71:12 72:21 74:5,21,24 85:9,19 87:14 88:13,22 89:21,24 90:14,18 90:22 91:3,14,20 93:7,21 96:9,14,19 97:2,6,10,18 98:11 98:17 99:4 100:7 100:18,24 101:7 103:3,6 104:3,15 104:19,20 <b>homedeliverlink</b> 4:8 <b>homedeliverylink</b> 1:8 4:19 5:16 16:21 17:10 19:19 34:8 75:14 93:9 110:1 111:1 <b>homedeliverylnk</b> 23:18 34:10,16 <b>hooked</b> 36:18 98:13 <b>hoses</b> 41:12 <b>hotel</b> 50:16 <b>hour</b> 58:22 <b>hours</b> 54:9,10 <b>human</b> 6:17 <b>hundred</b> 12:14 98:16 106:15 <b>hurry</b> 38:7	<b>identify</b> 4:17 <b>identifying</b> 40:9 <b>illinois</b> 2:9 <b>impact</b> 57:6 <b>incentive</b> 23:8 88:12 90:3 <b>incentives</b> 56:3 <b>include</b> 80:22 <b>included</b> 66:2 <b>income</b> 47:19 55:3 61:9 <b>incorporated</b> 10:6 12:12,14 <b>incorrectly</b> 98:15 <b>increase</b> 22:24 23:3,13 56:25 80:23 81:2 86:13 <b>incurring</b> 65:21 <b>independent</b> 11:5 94:20,21,25 95:3 <b>indicate</b> 81:14 <b>indicates</b> 79:9 <b>indication</b> 45:21 <b>individually</b> 85:7 <b>individuals</b> 66:3 91:24 <b>industry</b> 22:14 <b>inerval</b> 13:22,25 14:5 18:5 37:2,5,8 39:3,7,11 40:14,17 41:23,25 55:22 56:3,21 68:4,9 81:7 84:5,12 91:3 91:11,12,24 102:4 104:23 <b>information</b> 41:16 46:2 47:22 54:20 54:21 74:20 75:4 93:18 109:7 <b>initial</b> 16:6
		<b>i</b>	
		<b>identification</b> 72:15 74:13 75:17 79:3 94:22	

[initially - luis]

<b>initially</b> 17:3 19:18 20:8 22:22 <b>input</b> 45:25 77:9 <b>installation</b> 41:11 <b>instance</b> 49:7 <b>instances</b> 21:25 38:10 46:17 <b>institute</b> 61:16 <b>instruct</b> 68:25 69:8 <b>insurance</b> 21:21 22:6,9,17,18,20 70:11,12 99:22,24 105:19 <b>insure</b> 22:13 71:2 77:15 <b>insurer</b> 22:15 <b>insuring</b> 22:2 <b>interaction</b> 6:17 25:2 <b>interactions</b> 35:18 36:6 <b>interest</b> 11:9 <b>interested</b> 108:18 <b>interrupt</b> 6:22 <b>interview</b> 24:19 <b>introduced</b> 25:18 <b>introduction</b> 25:22 <b>involved</b> 36:11,14 <b>issue</b> 101:11 <b>issues</b> 36:12,13 <b>ivan</b> 28:12	<b>jerry</b> 37:7 <b>jim</b> 35:3,4,7 43:18 64:19,20 <b>job</b> 11:3 15:15 25:20 26:20,22 27:13 54:5,7 110:2 <b>jobs</b> 23:16 85:16 <b>join</b> 90:11 <b>judge</b> 3:12 104:2 <b>jump</b> 6:18 <b>jury</b> 99:10,12	<b>knowledge</b> 34:17 99:15 <b>known</b> 33:15	<b>lines</b> 41:12 <b>links</b> 104:21 <b>liss</b> 2:3 <b>list</b> 77:16,20 <b>listed</b> 77:3 <b>listings</b> 72:20 <b>little</b> 18:2,13,21 23:13 40:5 52:24 87:11 <b>llrlaw.com</b> 2:6 <b>load</b> 84:21 <b>loads</b> 43:3 <b>local</b> 66:21 <b>location</b> 10:17 14:17 15:6 34:22 35:2,14 78:14 84:6 85:3 91:22 <b>locations</b> 14:10,15 53:8 <b>lockner</b> 35:3,4,7 43:19 45:7,12 64:19 <b>long</b> 6:4 9:21 21:4 23:20 25:3,24 26:15 27:6 28:3 28:17 33:3,5,12 35:4,10 39:20 43:10 62:25 63:2 71:19 103:16 <b>look</b> 15:19 44:5 89:16 <b>looking</b> 32:13 72:9 72:17 79:20,22 <b>looks</b> 63:13 <b>lot</b> 28:25 29:2 35:21 39:17 55:16 63:9 83:22 85:15 <b>low</b> 28:10 <b>lowest</b> 69:10 <b>luis</b> 31:24 32:4
<b>j</b> 2:10 <b>jackets</b> 16:17,22 <b>jake</b> 29:20 31:2 <b>january</b> 11:25 24:8 76:24 78:8 78:16	<b>k</b> <b>k</b> 78:24 92:13 96:5 <b>k002020</b> 75:12 <b>k99</b> 94:16 <b>keep</b> 44:19 63:10 68:4 77:16 104:8 <b>kept</b> 63:11 69:18 69:23 <b>kical</b> 9:15,21,24 10:11,12,16,19,24 11:8 94:7,9,11 <b>kick</b> 69:24 <b>kind</b> 7:4 37:7 90:10 91:4 103:25 <b>kings</b> 108:5 <b>kloppel</b> 1:3 4:7 8:13 110:1 111:1 <b>knew</b> 24:21 90:25 <b>know</b> 6:18,24 7:6 17:2 18:10 19:15 22:3 24:23 26:21 27:12 32:22 34:24 36:4 41:23 42:5 47:12,21 56:16 61:5,19 62:18 69:12 77:7,11 82:10 85:23 89:16 101:11 105:24 106:24	<b>l</b> <b>l</b> 3:2,2 5:2,2,2 92:13 <b>labeled</b> 85:18 <b>lack</b> 24:3 <b>laptop</b> 78:4,4 <b>lawsuit</b> 5:16 8:10 8:13 98:2,6,9,19 98:23,25 99:6,21 <b>lawyer</b> 7:18 8:10 <b>lead</b> 37:9,12,21,23 84:5 <b>leading</b> 84:13,16 <b>leaked</b> 98:15 <b>leasing</b> 21:19 <b>leave</b> 10:23 26:8 26:18 27:8 28:20 33:17 34:6 37:16 89:24 91:19 <b>left</b> 23:6 26:6,11 27:11,12 33:7 34:7 43:18 44:21 104:7 105:14,15 105:21,25 106:6,8 106:19 <b>legal</b> 4:15 <b>length</b> 48:15 <b>lesser</b> 44:7 <b>letting</b> 42:5 <b>liable</b> 99:16,18 <b>license</b> 60:14 <b>lichten</b> 2:3 <b>light</b> 2:7 <b>liked</b> 18:3,3 <b>likewise</b> 48:20 <b>line</b> 57:7 67:5 68:4 88:4 98:14 110:4 110:7,10,13,16,19	



## [luke - month]

<b>luke</b> 83:20	<b>manifests</b> 42:5,12 42:13 45:11 48:24	<b>meeting</b> 36:20 37:3,6,10,13,16,23 38:2,17,21,24 39:15 84:21 85:4 97:10,18	73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1 82:1 83:1 84:1 85:1 86:1 87:1 88:1 89:1 90:1 91:1 92:1 93:1 94:1 95:1 96:1 97:1 98:1 99:1 100:1 101:1 102:1 103:1 104:1 105:1 106:1 107:1,9 108:1,10 109:1,4 110:2,24 111:2,4 111:12
<b>m</b>	<b>manual</b> 25:23 52:3	<b>meetings</b> 35:22 37:19,25 38:8 39:20 84:2,6,13,18 84:24 85:2 97:12	<b>mike</b> 1:3 4:7 8:13 20:24,25 32:22,24 33:9 34:6,24 45:9 45:12 64:15,16 72:13 86:24 87:2 87:7 89:3 110:1 111:1
<b>m</b> 5:2 31:6 92:13 100:4	<b>march</b> 7:5	<b>mentioned</b> 44:10 59:10 91:11 97:21	<b>mile</b> 85:25
<b>ma</b> 2:5	<b>mark</b> 72:3 74:10 75:12 78:25 94:18	<b>merchandise</b> 98:21	<b>mileage</b> 81:4,6,9 81:12,12
<b>mailed</b> 76:5	<b>marked</b> 72:2,15 74:12 75:16 78:7 79:2 94:22 96:5	<b>messages</b> 8:12	<b>miles</b> 81:15
<b>main</b> 40:25	<b>marking</b> 72:12	<b>met</b> 24:25 56:19 62:19 92:6	<b>mine</b> 44:21
<b>maintain</b> 74:19 75:3 77:19 96:20	<b>marriage</b> 108:17	<b>metrics</b> 32:12 56:19	<b>minors</b> 2:4
<b>maintained</b> 74:25	<b>mart</b> 56:15,22 57:4	<b>michael</b> 1:16 4:1,5 5:1,13 6:1 7:1 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1	<b>minutes</b> 39:22,24 40:3,5,6 58:23
<b>maintaining</b> 96:23	<b>mason</b> 71:14,15,20 71:23		<b>mjp</b> 1:6 4:11
<b>major</b> 101:11	<b>matched</b> 77:15		<b>model</b> 11:5,5
<b>making</b> 61:23 94:6 101:16	<b>matter</b> 4:7 108:19		<b>moment</b> 63:7
<b>management</b> 19:8 19:13	<b>mattresses</b> 14:8		<b>money</b> 12:13 25:9 54:13 55:18,20 69:16 83:10 88:11 89:25 94:6 99:5 105:21
<b>manager</b> 10:10 19:16 20:24 34:11 34:12,19,21,21,25 35:5,8,11,13,17,20 35:21 36:5,7,19,24 36:24 42:4,4 43:11 45:8 48:2 82:18,22 83:18 84:7,10,10 101:9 101:12	<b>maus</b> 100:4		<b>monroe</b> 2:9 98:2
<b>mane</b> 35:14	<b>mc</b> 96:21		<b>month</b> 14:20 15:2 39:17 49:13 50:22
<b>manes</b> 10:9 35:9 35:10 43:11,14,18 64:19	<b>mcollins</b> 60:5,12 61:2 72:11,11,14 72:15 74:9 109:16		
<b>manifest</b> 42:9,15 42:21,23 43:7,16 43:24 44:4 45:14 45:22 46:2,6,9,20 47:7,12,22 49:2,9 49:10 77:11,15 81:8,17,19 82:7,10 82:12 83:2,11 91:6,9 101:13 103:8	<b>meade</b> 37:7,9,12 37:21,22		
	<b>meal</b> 65:20		
	<b>meals</b> 52:20 65:17 65:24		
	<b>mean</b> 29:3 40:12 56:13 65:11 80:15 101:13		
	<b>meaning</b> 21:19 44:8 91:8 102:4		
	<b>meant</b> 32:19		
	<b>measure</b> 71:7		
	<b>mechanisms</b> 87:8		
	<b>media</b> 4:4 100:17		
	<b>medicaid</b> 45:5		
	<b>meet</b> 24:16 25:16 27:24 30:16 33:14		

**[months - paid]**

<b>months</b> 14:24 15:5 28:19,19 39:18 95:18 <b>morning</b> 35:22 36:20 37:3,6,9,13 37:20,22,23 38:2,2 38:8,17,21,23 39:15,20 46:10,22 83:25 84:6,17,24 85:4 <b>motions</b> 109:12 <b>motivate</b> 31:21 <b>motor</b> 12:3,4,10 12:18 <b>moved</b> 13:13 25:19 26:6 <b>moving</b> 96:4 <b>mushroom</b> 14:13	<b>needed</b> 7:8 15:20 20:19,22 23:6 25:20 30:14 36:2 36:10 49:23 <b>negative</b> 57:21 93:2 <b>negotiate</b> 64:5,8,9 64:10,14,17 65:4 86:16,19,22 87:2 88:25 <b>negotiated</b> 92:10 <b>negotiation</b> 53:4 <b>never</b> 14:7 51:4 61:23 62:2 67:18 80:22,25 106:22 <b>new</b> 1:2,20 4:10 5:4,11 12:23 13:7 14:14 39:2,10,14 40:8 49:23,24,25 69:7 78:3 95:9,10 101:16,18 102:9 103:18 108:3,8 <b>night</b> 35:25 36:9 101:12 <b>nightly</b> 101:10 <b>normal</b> 6:16 <b>normally</b> 88:11 <b>notary</b> 1:20 5:3 108:7 111:13,19 <b>notebook</b> 75:8 <b>noted</b> 107:6 111:7 <b>notice</b> 1:17 5:17 61:24 <b>notified</b> 82:11 <b>number</b> 22:24 23:3,17,23 42:10 42:18 53:3 58:2 60:4,5 81:7 85:23 96:21,21,25 <b>numbered</b> 74:8 94:16	<b>numbers</b> 104:19 <b>o</b> <b>o</b> 3:2 5:2 29:20 31:24 <b>oath</b> 3:11 <b>objections</b> 3:20 <b>obtain</b> 15:21 70:9 96:18 <b>obtaining</b> 56:7 <b>occasionally</b> 25:2 36:8 46:25 47:5 48:13 <b>occasions</b> 47:6 97:9 <b>occur</b> 18:19 38:3,9 <b>occurred</b> 85:13 <b>occurrence</b> 46:13 <b>odometer</b> 81:12 <b>offer</b> 52:8 83:15 103:2 <b>offered</b> 83:10 88:13 <b>offering</b> 53:6 <b>offers</b> 83:2 <b>office</b> 14:19 73:24 74:3,5 97:12,16 <b>officially</b> 11:20,22 <b>okay</b> 7:9 60:10,13 72:19 79:15 106:4 <b>old</b> 78:4 <b>once</b> 5:22 36:23 37:24 39:17 45:14 49:6 85:5 105:18 <b>ones</b> 52:6 95:7 99:2 <b>operate</b> 18:25 19:18 96:18 <b>operated</b> 104:18 <b>operating</b> 22:25 23:18 67:16	<b>operation</b> 23:21 55:7 76:9 <b>opportunities</b> 53:7 53:12 63:6 <b>opportunity</b> 82:6 102:22 <b>opposed</b> 21:14 94:2 <b>option</b> 90:16 103:7 103:9 <b>order</b> 88:13,25 96:18 <b>original</b> 3:8,16 95:16 <b>originally</b> 13:6 15:24 49:16 <b>outcome</b> 108:18 <b>outside</b> 53:8 102:9 <b>overall</b> 85:14 <b>owned</b> 54:24 <b>owner</b> 11:13 12:25 61:22 62:10,14 94:8 <b>ownership</b> 11:9 15:11
<b>n</b>			<b>p</b>
<b>n</b> 2:2 3:2 5:2 31:24 109:2 <b>name</b> 4:12 5:9,12 5:14 16:4 17:24 19:15,15 32:2,3 41:4 46:19,23 47:7 50:5 77:7 83:23 <b>named</b> 31:4 92:5 <b>names</b> 17:21 77:15 91:23 <b>nashville</b> 14:19,25 49:13,20 50:8,19 50:22,25 51:2,9,11 51:20,25 52:10,18 <b>navy</b> 16:25 <b>near</b> 59:13 <b>necessary</b> 111:6 <b>need</b> 7:5,6 28:9,10 49:20 58:24 90:8 90:23 93:7			<b>p</b> 2:2,2 3:2 27:3 <b>p.c.</b> 2:3,8 <b>p.m.</b> 1:12 4:3 59:4 59:9,20,24 72:8 80:4,8 100:12,16 107:5,6 <b>packet</b> 93:15 <b>page</b> 60:11 61:2 72:17 75:9 76:15 96:4 109:3 110:4 110:7,10,13,16,19 <b>paid</b> 30:3,15 31:20 44:11,16,18,23,25 45:6 50:13 52:19 63:19 64:3 85:19

**[paid - profit]**

87:11,14,17,19 88:9,23 89:20 90:8,13,14,17 93:22,23 95:10 102:18 103:15,20 105:10,13,18 106:5,7,18 <b>pants</b> 16:13,15,16 <b>paper</b> 8:22 <b>papers</b> 8:18 <b>paperwork</b> 12:13 40:15,19,20 41:3 93:12 <b>paragraph</b> 78:21 <b>parkway</b> 13:7 <b>part</b> 16:23 27:17 27:19 28:3,7 42:18 56:11,12 65:22 74:6 89:11 90:5 98:19,25 99:5 <b>particular</b> 44:4 49:9 <b>parties</b> 3:6 108:16 <b>parts</b> 40:23 41:5,6 41:9,11,16,24 <b>pay</b> 31:11,14,17 44:13 63:21,23 64:9 65:10,12,14 67:15 69:17 86:11 93:25 94:4 95:16 97:2 99:5 105:25 106:17 <b>paycheck</b> 61:25 <b>paychecks</b> 66:19 66:20 <b>paying</b> 31:9 52:16 52:17 54:13 58:14 87:23 97:7 106:12 <b>payment</b> 67:6 80:23 86:4 88:12	96:15 103:23,23 <b>payments</b> 105:9 <b>payroll</b> 8:23,24 15:18 66:17,24 67:3 74:17 93:20 106:14 <b>peak</b> 23:17 <b>pennsylvania</b> 101:19,21,24 102:8,13,16,22 103:3,7,12 <b>penske</b> 20:16 21:8 <b>people</b> 15:18 49:16,23,24,25 64:24 65:25 66:5 82:16 89:4 <b>percent</b> 47:10,25 61:8,10 83:5,6,14 <b>perform</b> 82:2 <b>performance</b> 32:11,12 48:15,17 48:22 <b>performed</b> 44:17 51:9 79:6 85:20 <b>performing</b> 66:23 <b>period</b> 34:19 43:10,21 51:15 56:2 58:15 65:3,6 <b>permits</b> 96:17 <b>person</b> 46:14 51:4 82:17 92:8 <b>personal</b> 54:18,22 55:3 67:25 69:16 69:21 <b>personally</b> 48:25 51:2,3,9,11 53:22 53:25 58:2 62:16 63:19,23 65:11 67:15 70:16 73:14 75:5 87:9 90:21 92:23 93:3	<b>phone</b> 68:4,5,8 <b>phones</b> 40:17 68:15 101:4 <b>picking</b> 91:10 <b>pictures</b> 91:20 <b>place</b> 57:10 71:13 <b>placed</b> 17:21,24 100:7 <b>plain</b> 16:25 17:22 <b>plaintiff</b> 1:16 2:4 100:3 <b>plaintiff's</b> 74:9 <b>plaintiffs</b> 1:4 4:21 <b>please</b> 5:12 6:23 <b>plus</b> 52:20 55:4 58:19 <b>point</b> 4:16 6:22 7:6 13:11 17:11 20:12 21:2 22:11,23 23:23 49:21 58:15 66:23 70:18 82:13 86:14 92:11 <b>points</b> 40:7 <b>policy</b> 70:16,19 71:4 90:21 <b>poochie</b> 60:19 <b>position</b> 34:9,15 <b>post</b> 9:8 <b>preferable</b> 42:16 <b>preferred</b> 42:13 90:25 <b>preparation</b> 7:24 <b>prepare</b> 8:15,18 8:22 <b>present</b> 2:12 4:16 15:13 <b>president</b> 13:18 15:16 <b>pretty</b> 24:21 63:2 64:22 84:20 90:5 101:22	<b>previous</b> 6:11 30:17 <b>previously</b> 8:7 24:17 28:2 33:23 44:10 64:23 66:6 <b>price</b> 18:2 20:10 22:21 70:14 86:2 <b>prices</b> 69:10 <b>pricing</b> 69:13 <b>pride</b> 18:3 <b>printed</b> 76:4 <b>printout</b> 75:10 78:23 79:2 109:19 <b>prior</b> 9:13 10:19 30:24 35:7,14 56:24 64:16 80:10 85:3 <b>probably</b> 8:7 38:12 47:10 78:3 82:13 83:4,4 85:16 87:4 97:14 106:14,23 <b>problem</b> 35:23 <b>procedure</b> 1:18 <b>proceed</b> 4:24 7:13 <b>process</b> 43:19 45:10 47:21 53:4 67:6 <b>processing</b> 66:14 66:17,24 <b>produced</b> 75:11 78:24 <b>product</b> 14:4 15:19 18:11 38:5 39:10 40:8 54:11 <b>products</b> 12:23 13:25 18:6,6 39:2 39:14 <b>profit</b> 44:20 52:23 55:4
--	---	--	--

## [profitable - reporter]

<b>profitable</b> 55:8	<b>questions</b> 101:8	<b>receive</b> 42:3 48:10	<b>related</b> 67:8,23
<b>profits</b> 57:2	105:5	75:23 76:2,12	108:16
105:14,17,22	<b>quick</b> 69:6,9,12,19	93:3 103:7,18	<b>relation</b> 5:23
<b>program</b> 56:10	69:20,24	<b>received</b> 50:7	73:14 98:2
57:9,13,15,16	<b>quite</b> 81:21	59:12 62:8 75:21	<b>relationship</b> 26:10
<b>programs</b> 57:23	<b>r</b>	77:14 78:18 88:7	27:10 28:22 29:18
<b>properly</b> 36:18	<b>r</b> 2:2 3:2 29:20,20	92:18 105:9	89:10
40:16	31:24 108:2 110:3	<b>recess</b> 59:5 100:13	<b>reliable</b> 20:18
<b>property</b> 29:4,7	110:3	<b>recollection</b> 17:6	66:22
32:15,16 63:20	<b>raise</b> 48:14	61:16 90:7	<b>relman</b> 28:12,17
<b>prove</b> 91:21	<b>raises</b> 48:13	<b>recommended</b>	29:6,16
<b>provide</b> 6:19	<b>rare</b> 18:22 46:16	60:23	<b>remain</b> 10:7 57:9
13:21 14:11 15:8	46:17	<b>record</b> 4:3,17 5:9	<b>remained</b> 43:20
15:21,23 17:15	<b>rarely</b> 14:18 38:4	7:2,7 21:24 22:5	<b>remember</b> 6:10
41:18 50:25 87:7	40:4 49:6 81:25	30:22 59:4,8,17,20	32:2 50:3,6 83:21
95:22	<b>rate</b> 30:3,7,11 31:8	59:21,24 60:4	99:22
<b>provided</b> 8:25	44:18,22 53:19,21	72:5,7 75:10	<b>remind</b> 45:8
12:9 14:16 16:14	86:17,20 87:3,15	78:23 80:2,4,5,8	<b>removing</b> 67:10
16:17,24 32:18	87:18 95:16	92:13 94:15	<b>rent</b> 20:5,8 21:8
40:23 41:24 54:20	102:18 103:17	100:10,12,16	21:13 73:19
55:19 65:23 84:2	<b>rates</b> 48:21 92:10	107:5 108:13	104:16
99:23,25	<b>ratio</b> 48:3	<b>recorded</b> 4:5	<b>rental</b> 20:13 22:6
<b>providing</b> 10:12	<b>read</b> 96:2 111:5	79:17	50:20
10:16 30:11 47:3	<b>realized</b> 95:18	<b>records</b> 74:17	<b>rented</b> 20:2 73:5,7
73:15 96:10	<b>really</b> 24:21 56:18	<b>reduced</b> 23:24	<b>renting</b> 74:3
<b>public</b> 1:20 5:3	83:21 85:16	<b>reference</b> 17:4	<b>repayment</b> 29:11
108:7 111:19	103:10,14 104:6	38:19	<b>repeat</b> 22:4
<b>puerto</b> 25:19 26:7	<b>reason</b> 28:6 83:13	<b>referenced</b> 16:22	<b>rephrase</b> 7:13
<b>purchase</b> 21:14,21	85:17 110:6,9,12	33:9 53:18	93:3
22:5,9	110:15,18,21	<b>referred</b> 33:21	<b>replace</b> 40:24
<b>purchased</b> 15:25	<b>reasons</b> 83:7	36:20 39:6 41:4	<b>replaced</b> 34:24
16:7 18:11	<b>recall</b> 6:4 8:3,24	97:9	57:16
<b>purely</b> 70:3	17:16 19:12 24:5	<b>referring</b> 12:20	<b>replacement</b> 41:9
<b>pursuant</b> 1:17	30:19 32:3 33:6	16:7 60:2 79:24	41:16,18,24
<b>put</b> 41:19 48:3	35:15 46:19 50:5	88:3 91:12 92:14	<b>replenishment</b>
77:7 80:24 89:15	52:12 53:2,17	<b>reflecting</b> 89:17	41:5,6
95:7	70:15 72:2 73:3	<b>refresher</b> 6:13	<b>report</b> 81:6
<b>q</b>	77:25 83:24 85:12	<b>refrigerator</b> 41:12	<b>reported</b> 55:2
<b>question</b> 6:17,21	88:21 89:5 91:23	98:14	<b>reporter</b> 4:13,23
7:7,12,14 22:3	95:3,12 97:16	<b>regarding</b> 62:9	6:14 58:23
33:24 57:22	98:18,22 100:6		

**[reporting - short]**

<b>reporting</b> 46:18 <b>reports</b> 8:23,25 <b>represent</b> 75:9 78:22 <b>represented</b> 7:18 <b>representing</b> 5:15 <b>requests</b> 109:7,11 <b>require</b> 104:18 <b>required</b> 16:13 68:9 111:13 <b>requirements</b> 91:2 91:11,12 <b>reserved</b> 3:21 <b>resist</b> 6:19 <b>resolve</b> 64:6 <b>respect</b> 61:6 <b>respective</b> 3:5 <b>respond</b> 6:25 <b>response</b> 6:19 62:8 <b>responsibilities</b> 15:15 <b>responsibility</b> 29:15 <b>responsible</b> 96:10 96:14 <b>retailer</b> 18:10 <b>retailers</b> 18:7,15 <b>return</b> 54:21 74:20 90:18 <b>returns</b> 8:19,21 55:3 60:8,18 72:21 74:24 <b>revenue</b> 11:24 14:3 23:13 42:22 47:20 70:25 76:17 93:8 94:11 <b>reviews</b> 48:17 <b>revised</b> 62:2 <b>rex</b> 20:24,25 33:9 33:12,14,17 34:6,9 34:24 45:9,12	64:15,16 86:24 87:2,7 89:3 <b>rick</b> 60:19,20 <b>rico</b> 25:19 26:7 <b>right</b> 9:11 15:22 34:3 36:18 39:4 40:10,15 45:3 51:13 53:16 57:5 59:10 75:7 82:3 85:21 86:5 89:15 91:21 97:14 105:11 <b>riordan</b> 2:3 <b>riviera</b> 27:14,24 28:3,7 32:4 <b>rochester</b> 5:10 10:17 13:7 14:14 14:17 18:19,22 34:11,12,22,25 51:17 53:9 54:7 54:11 62:20 73:21 78:12,17 82:20,24 84:19,24 85:3 97:13,17 <b>rodriguez</b> 25:10 25:11,13,17,23,24 26:4 52:3 <b>roster</b> 37:8 <b>rotate</b> 43:25 104:6 <b>rough</b> 54:5,6 <b>roughly</b> 21:6 <b>route</b> 44:8 <b>routinely</b> 77:13 <b>row</b> 79:13,13,17 81:3 86:3 89:17 <b>rules</b> 1:18 6:10 <b>rulings</b> 109:9 <b>run</b> 84:18 <b>running</b> 38:5,20 51:17,19 77:16,20	<b>ryan</b> 2:12 4:12	<b>semester</b> 9:9 <b>send</b> 51:25 52:4 53:8 81:25 83:16 <b>sending</b> 52:10 53:20 54:2 <b>sense</b> 31:20 <b>sent</b> 8:19 12:13 49:16 <b>separate</b> 51:21 54:17 56:3 76:7 76:21 78:11,13 <b>service</b> 3:15 32:14 32:17 36:11 38:25 39:7,8 40:8 43:12 55:24 56:4,7 57:19,23 91:15 <b>services</b> 10:12 14:11,16 15:9 30:11,12 47:3 51:2 73:15 84:3 95:23 <b>set</b> 86:10 100:20 104:8 108:11,21 <b>settlement</b> 47:13 47:16,23 63:24 75:14,20 76:3,8,13 76:16,23 77:4,8,9 77:12,14 78:7,18 79:5 80:12,19 87:24 <b>seven</b> 55:17 58:10 106:22 <b>sheet</b> 41:5,7,9,17 42:19 78:11 <b>sheets</b> 78:13 <b>shirt</b> 16:12,18 <b>shirts</b> 16:2,3,12,20 17:7,12,14,21,24 18:4 <b>short</b> 43:20 59:5 100:13
		<b>s</b> <b>s</b> 2:2 3:2,2 5:2 29:20 92:13,13 100:4 110:3 <b>safety</b> 12:4,19 <b>salary</b> 55:4 58:13 58:19 92:20 <b>samora</b> 2:4 <b>sat</b> 97:22,25 <b>saturdays</b> 27:23 <b>saving</b> 71:7 <b>says</b> 75:13 76:23 94:20 <b>school</b> 9:6,8 <b>schooling</b> 9:8 <b>scopelitis</b> 2:7 <b>scopelitis.com</b> 2:10 <b>scores</b> 39:2,6,7,8 40:8 43:13 <b>scott</b> 83:22 <b>sealing</b> 3:6 <b>search</b> 63:5 <b>sears</b> 9:20 10:22 17:4 18:12,16,18 24:4 98:5,18 99:16 <b>second</b> 49:20 59:17 80:2 90:23 96:4 97:22 <b>section</b> 96:5 <b>security</b> 45:5 <b>see</b> 61:2 66:15 67:20 68:20 70:7 72:25 73:24 79:14 96:6 <b>seek</b> 29:10 <b>seen</b> 94:24 <b>select</b> 22:20 66:20 70:12	



[show - terminate]

<b>show</b> 46:15,18 47:18 80:19 88:2 <b>showed</b> 76:17 <b>shows</b> 85:19 92:15 <b>shut</b> 71:10,12 <b>sick</b> 46:11,15,18 <b>sign</b> 95:9,22 <b>signage</b> 104:16,21 104:24 <b>signature</b> 108:23 <b>signed</b> 3:9,11,14 95:6 <b>significant</b> 55:18 <b>significantly</b> 71:2 95:17 <b>signing</b> 96:2 <b>single</b> 75:8 <b>situation</b> 14:22 85:12 <b>six</b> 8:7 16:5 25:5 39:18 58:9 73:10 <b>slashed</b> 95:20 <b>slow</b> 85:15 <b>small</b> 48:13 67:7,7 67:10,20 81:22 <b>smigelsky</b> 92:5,7,9 <b>social</b> 25:2 45:4 <b>sold</b> 98:20 <b>sole</b> 12:25 94:8 <b>solutions</b> 4:15 <b>somebody</b> 20:21 40:25 46:11,18 49:23 51:7 56:19 68:5 83:16 92:3,9 104:9 <b>sorry</b> 23:10 26:24 33:24 59:16 74:22 79:19 98:24 102:11 105:5 <b>source</b> 14:3 93:8 94:11	<b>space</b> 74:3 <b>spare</b> 68:4 <b>speak</b> 39:12,16 62:22,25 <b>special</b> 88:17 <b>specials</b> 80:25 88:2,4 <b>specific</b> 41:4 96:17 <b>specifically</b> 19:6 19:12 62:12 <b>spent</b> 73:10 <b>spoke</b> 62:15 <b>spoken</b> 91:25 <b>spreadsheet</b> 75:9 75:13,16 77:22,23 78:2 109:18 <b>ss</b> 108:4 <b>stamped</b> 72:10 <b>start</b> 19:2,9 48:12 62:20 97:20 <b>started</b> 17:3 19:18 22:22 32:6 34:20 43:21 61:19 <b>starting</b> 17:7 <b>state</b> 1:20 5:4,8 12:23 22:10,12,16 101:18 108:3,8 <b>statement</b> 47:14 47:17 60:14 63:25 75:15,20 76:23 77:4,8,10,12 78:7 79:5,22 80:13,19 87:24 <b>statements</b> 47:24 75:24 76:3,8,13,16 76:21 77:14 78:19 <b>states</b> 1:2 4:9 <b>status</b> 68:12 <b>stayed</b> 91:17 <b>stipulated</b> 3:4,19	<b>stop</b> 79:13,16 86:10 87:3,15 90:19 <b>stopped</b> 28:6 65:8 89:12 <b>stops</b> 40:16 44:8 79:18 80:12,16,20 80:23 81:2,14,22 86:4,8 <b>straps</b> 67:10 <b>street</b> 2:4,9 <b>strike</b> 87:12 <b>stuff</b> 12:15 89:14 106:8 <b>subcontractor</b> 11:2 <b>subscribed</b> 107:11 111:14 <b>success</b> 56:6 <b>sued</b> 5:24 98:12,19 98:23,24 <b>supposed</b> 8:8 37:19 40:18 <b>sure</b> 6:15,20 7:12 21:24 47:25 59:18 67:4 90:5 <b>swear</b> 4:23 <b>switch</b> 22:11 <b>switched</b> 11:4 12:15 13:11 56:14 <b>sworn</b> 3:9 5:3 107:11 108:12 111:14 <b>t</b> <b>t</b> 3:2,2 31:6 108:2 108:2 110:3,3 <b>tab</b> 60:4 71:25 74:7 75:7 94:14 <b>take</b> 7:8 34:9 43:7 44:5,6 49:2,8 82:12 83:11 87:5	88:14 91:20 92:23 100:23 101:2 102:22,24 103:7 103:12 104:7,9,11 106:15 <b>taken</b> 1:16 4:6 5:19 6:12 33:23 34:3 59:6 61:25 63:17,18 82:5 100:14 <b>talk</b> 6:16 18:5 62:12 <b>talked</b> 94:7 <b>talking</b> 30:25 105:18 <b>tax</b> 8:19,21 54:20 54:21 55:3 60:7 60:18 72:21 74:20 74:24 93:19 100:6 <b>taxes</b> 11:20 15:19 44:19,19 45:2,4,5 54:22 60:14 67:4 93:20 94:5 <b>team</b> 49:17,17,19 49:21 52:10,18 53:18,20 85:3 <b>teams</b> 53:8 104:8,8 104:12 <b>teleconference</b> 1:19 <b>telephone</b> 67:19 67:22 <b>tell</b> 16:10 35:25 36:9 49:14 64:16 69:4 89:13 <b>ten</b> 65:25 66:3 <b>tennessee</b> 14:25 <b>terminate</b> 24:9 26:4,10 27:9 28:21,24 71:22
--	--	---	---

**[terminated - usually]**

<b>terminated</b> 24:7 28:23 29:18 57:10 <b>testified</b> 5:4 42:2 62:9 65:9 74:14 77:6 80:11 81:24 93:6 97:21 105:8 106:4 <b>testimony</b> 31:2 108:14 111:8 <b>testing</b> 93:17 <b>theirs</b> 68:16 <b>thing</b> 9:16,17 49:18 <b>things</b> 28:25 29:3 38:4,20 39:18 40:9,12 104:2 <b>think</b> 12:13 19:14 25:6 26:2 48:3 50:14,15 52:14 65:7,25 73:10 78:4 83:22 94:3 <b>thousand</b> 98:16 <b>three</b> 8:2,4 9:2 19:22 21:6 26:17 28:5,19 33:5 74:16 95:18 101:2 <b>tied</b> 77:10 <b>till</b> 51:6 <b>time</b> 1:12 3:21 4:22 6:11 8:6 10:10,14 11:23 13:10 20:6 27:17 27:19 28:3,7 34:16 43:10 47:10 48:15 49:12 53:23 54:23 55:25 58:24 61:12 63:6 64:22 65:4,6,7 70:17,18 73:14 83:14 86:2 91:4 94:5 100:20 100:23 101:5	103:16 104:5,14 107:6 <b>times</b> 5:21 7:23 8:2,4 38:2,19 46:21 63:22 65:10 80:18 82:21 84:12 85:8 86:25 87:4 89:12 91:5 106:24 <b>today</b> 5:18 7:19 8:16,18 <b>told</b> 10:8 19:13 20:19,22 46:4 61:21 63:3 64:13 64:20 91:5 <b>tomorrow</b> 43:4 <b>tool</b> 67:7,7 <b>tools</b> 67:10,20 <b>top</b> 75:13 79:21 94:19 <b>topic</b> 41:2 <b>topics</b> 84:23 <b>total</b> 42:19 73:10 92:15 <b>tote</b> 41:10,19 <b>totes</b> 41:20 <b>tow</b> 26:23 <b>town</b> 52:16,18 <b>train</b> 49:23,24 50:2 51:4 <b>trained</b> 39:2 <b>trainer</b> 50:19,25 <b>training</b> 50:9,21 51:21 <b>transaction</b> 70:4 <b>transcript</b> 111:5,8 <b>transferred</b> 12:6 <b>transition</b> 25:7 <b>transmitted</b> 47:23 <b>transport</b> 73:13 <b>travel</b> 53:8,18,20 53:23	<b>traveling</b> 65:23 <b>trial</b> 3:21 99:8,10 <b>tried</b> 104:8 <b>truck</b> 20:13,19 21:19 26:23 29:9 29:10 32:15,19 33:19 38:16 51:19 68:19 69:17 76:8 84:21 102:17 103:20,23 104:20 <b>trucks</b> 15:17 18:24 19:10,17,24 20:2,5 20:9 21:8,11,13,14 21:17,18,22 22:6 22:23,24 23:4,9,12 23:17,21,23,24 29:5 35:24 36:2 36:10 38:14 41:21 42:6,25 43:3,3 51:16 69:2,5 96:25 104:16,23 105:19 <b>true</b> 108:13 111:8 <b>try</b> 43:25 44:2,5,6 44:18 64:10 86:19 86:22,25 90:23 103:25 <b>tuesday</b> 101:22,23 102:7,12,12,14 <b>tuesdays</b> 102:5 <b>turn</b> 57:6 59:15 60:11 71:25 74:7 75:7 78:21 82:25 <b>turned</b> 20:3 45:15 45:18 60:8 74:15 <b>turning</b> 94:14 <b>twice</b> 8:2 85:5 <b>two</b> 7:7 8:3 9:2 19:2,3,7,17,24 22:23 23:22 37:24 50:23,24 51:12,15	52:5 55:21 71:21 73:11,16,17,18 74:16 78:18 83:24 <b>type</b> 6:7 32:12 35:18 36:13 48:4 65:20 66:12 69:11 <b>u</b> <b>u</b> 3:2 29:20 100:4 <b>ultimately</b> 99:5 <b>underlying</b> 74:19 74:23 <b>underneath</b> 60:25 67:20 79:12 <b>underscore</b> 75:12 78:24 94:16 96:5 <b>understand</b> 7:2,11 23:10 74:22 <b>understanding</b> 96:8,13 97:5 <b>understood</b> 7:15 <b>unemployment</b> 45:2 <b>uniform</b> 16:23 <b>uniforms</b> 15:21,22 15:22,25 16:6,10 17:2 <b>unit</b> 4:4 <b>united</b> 1:2 4:8 <b>unsigned</b> 3:12 <b>update</b> 68:3,6,11 <b>updating</b> 40:16 <b>upper</b> 19:8,13 <b>urge</b> 6:20 <b>use</b> 22:15 40:23 67:3,25 68:6,17,23 69:16,20 <b>usually</b> 27:23 37:11 39:13 41:2 46:21 82:19,21 85:14 102:24 103:9
--	--	---	---

[utilize - zoom]

<b>utilize</b> 19:25	103:10 104:12	73:16,18 83:21	<b>wrote</b> 41:15
<b>v</b>	<b>warehouse</b> 97:13	89:3 93:15 95:9	<b>x</b>
<b>v</b> 110:1 111:1	97:15,17	<b>western</b> 1:2 4:9	<b>x</b> 1:3,9 31:6 109:2
<b>vacation</b> 100:20	<b>warning</b> 89:13	<b>whereof</b> 108:20	<b>y</b>
<b>value</b> 42:20	<b>warrant</b> 48:14	<b>wilson</b> 52:3	<b>y</b> 92:13
<b>varying</b> 48:21	100:7	<b>windale</b> 83:20	<b>year</b> 11:21,22 26:2
<b>vehicle</b> 69:21	<b>washer</b> 41:12	<b>witness</b> 3:9,15,17	35:6 45:6 65:24
73:20 96:15	<b>watch</b> 48:6	4:23 108:10,14,20	78:5 87:4 101:3
<b>vehicles</b> 96:11	<b>water</b> 6:8 41:12	109:3	106:24
<b>vents</b> 41:11	98:14	<b>wore</b> 15:25 17:7	<b>years</b> 6:6 9:2 16:5
<b>veritext</b> 4:15	<b>way</b> 7:2 38:5	17:22	21:6 23:22 25:5
<b>versions</b> 95:13,21	40:18 45:5 63:8	<b>work</b> 9:14 14:18	26:17 27:7 28:5
<b>versus</b> 4:7 30:11	80:23 95:20	14:19 20:4,21	33:5,13 35:12
32:9 40:18 84:18	108:18	23:15,15 25:3,24	55:6,10,12 58:8
<b>video</b> 1:19 4:4	<b>wb</b> 71:14,15,19,23	26:12,15 27:23	71:21 74:16
<b>videographer</b> 2:12	<b>wear</b> 16:12,13	33:20 34:6 44:3	106:22,23
4:2,22 30:25 59:3	17:14	44:16 46:12 51:8	<b>yesterday</b> 8:6
59:7,19,23 72:6	<b>weather</b> 38:6,20	63:4,9 71:13 79:6	<b>york</b> 1:2,20 4:10
80:3,7 100:11,15	<b>weber</b> 2:5 4:20,20	82:3 85:20	5:4,11 12:23 13:7
107:4	7:22,24 8:19,22,25	<b>worked</b> 10:21	14:14 69:7 101:16
<b>videotaped</b> 1:15	58:25 59:16 105:4	14:23,25 15:5	101:18 102:9
<b>view</b> 103:22	105:7 107:2 109:5	24:17 27:25 30:17	103:18 108:3,8
<b>virginia</b> 14:22	<b>week</b> 20:2,2 37:17	58:3 66:6,6 71:19	<b>z</b>
15:5 53:17,23	44:24 47:14 51:15	78:12,17 79:9	<b>z</b> 27:3
54:6 73:6,8,9,15	55:17 58:4,6,9,10	104:14	<b>zapf</b> 27:3,8
73:20	58:11,12,18,18	<b>workers</b> 70:6,9,13	<b>zoom</b> 4:12
<b>volume</b> 24:3 42:19	76:9,12,18,24	70:15,19 97:11,18	
55:16	77:17 78:8,16	<b>working</b> 9:13	
<b>w</b>	79:6,10,21 87:18	10:20 18:3 30:4	
<b>w</b> 2:9 29:20 93:19	87:20 88:24 89:2	38:12 44:12 47:2	
<b>wait</b> 6:20 22:2	92:19 105:11	50:19 51:12 58:17	
<b>waived</b> 3:8	106:5,25	71:23 76:11 84:7	
<b>wal</b> 56:15,22 57:4	<b>weekly</b> 88:22	<b>worrells</b> 26:12,15	
<b>walk</b> 9:4 12:9	<b>weeks</b> 8:7 37:14	26:18	
<b>want</b> 6:19 17:14	37:18,24 50:23,24	<b>worry</b> 21:17	
18:5 19:10 31:22	51:12 73:11,11,16	<b>worth</b> 9:3 74:16	
49:5 90:11 101:25	73:17,18 101:2	98:16 102:2	
<b>wanted</b> 52:6 53:13	103:8 106:6	<b>write</b> 41:13 63:16	
53:15 54:4 63:10	<b>went</b> 20:3 26:23	81:9	
67:4 82:9 102:25	28:8 49:14,21,22	<b>writing</b> 16:18 74:5	
	49:24 51:5,24		



Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).

# **EXHIBIT 20**

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

- - - - -x

MIKE KLOPPPEL AND ADAM WILSON,  
on behalf of themselves and all  
other similarly situated persons,  
Plaintiffs,

vs.

Index No.

6:17cv-06296-FPG

SEARS HOLDINGS CORPORATION, SEARS  
ROEBUCK & COMPANY,  
AND HOMEDELIVERYLINK, INC.,

Defendants.

- - - - -x

DEPOSITION of SERGIO COREAS, taken by  
Plaintiffs, held at the offices of Jackson Lewis, 58  
South Service Road, Melville, New York, on  
Wednesday, October 9, 2019, commencing at 12:11  
p.m., before Jean Wilm, a Registered Professional  
Reporter, Certified Manager of Reporting Services,  
Certified LiveNote Reporter and Notary Public within  
and for the State of New York.

HUDSON COURT REPORTING & VIDEO

1-800-310-1769

1 Coreas

2 S E R G I O C O R E A S,

3                    called as a witness, having been first

4                   duly sworn/affirmed by Jean Wilm, a

5                   Notary Public within and for the State

6 of New York, was examined and

7 testified as follows:

8 EXAMINATION

9 BY MR. SATTIRAJU:

10           Q       Please state your name and address for  
11   the record.

12           A           Sergio Coreas, 7709 4th Avenue, North  
13   Bergen, New Jersey 07047.

14 Q My name is Ravi Sattiraju. I am an  
15 attorney. I represent Mike Kloppel, Adam Wilson,  
16 and a class of employees in a lawsuit against  
17 HomeDeliveryLink and Sears Holding Corp. and Sears  
18 Roebuck & Company.

19 Am I saying your name correctly,  
20 Coreas?

21                   A       It is Coreas, yes.

22 Q That is how you pronounce it?

23                      A            Yes.

24 Q I just wanted to make sure I said it  
25 right.





- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

C E R T I F I C A T E

STATE OF NEW YORK     )  
                                     ) ss.

COUNTY OF NEW YORK )

I, Jean Wilm, a Registered Professional Reporter and Notary Public of the State of New York, do hereby certify that the witness was duly sworn/affirmed by me.

I further certify that the foregoing deposition of SERGIO COREAS, taken at the time and place aforesaid is a true and correct transcription of said deposition.

I further certify that I am neither counsel for nor related to any party to said action, nor in any wise interested in the result or outcome thereof.

IN WITNESS WHEREOF, I have  
hereunto set my hand this 17th day  
of October 2019.

JEAN WILM, RPR, CMRS, CLR



# **EXHIBIT 21**

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

MIKE KLOPPPEL and ADAM WILSON, on behalf of  
themselves and all other similarly situated  
persons,

Plaintiffs,

Civil Action No. 6:17-cv-6296-FPG

v.

HOMEDELIVERYLINK, INC.,

Defendant.

Deposition Upon Oral Examination Of:

Michael Patrick Kloppel

Location: Alliance Court Reporting, Inc.  
120 East Avenue, Suite 200  
Rochester, New York 14604

Date: December 2, 2019

Time: 11:00 a.m.

Reported By: CHRISTINE KESTER  
120 East Avenue, Suite 200  
Rochester, New York 14604

JOB NO: 171587

1           MICHAEL PATRICK KLOPPEL - BY MR. BUTCHER  
2     for their certified transcript charge, including any  
3     expedite or other related production charges;

4           AND IT IS FURTHER STIPULATED, that the  
5     Notary Public, CHRISTINE KESTER, may administer the  
6     oath to the witness.

7                                 \*           \*           \*

8     MICHAEL PATRICK KLOPPEL,  
9           called herein as a witness, first being sworn,  
10           testified as follows:

11           EXAMINATION BY MR. BUTCHER:

12           Q.    Would you state your name for the record?

13           A.    Michael Patrick Kloppel.

14           Q.    And what's your current address,  
15     Mr. Kloppel?

16           A.    217 Rush Mendon Townline Road in Honeoye  
17     Falls, New York.

18           Q.    How long have you been at that address?

19           A.    Three and a half years, I believe.  
20     Approximately.

21           Q.    Have you ever been deposed before?

22           A.    No.

23           Q.    A couple ground rules before we get  
24     started here. We've got the court reporter taking  
25     down everything that's being said. We want to make

1 MICHAEL PATRICK KLOPPEL - BY MR. BUTCHER

2 A. No. That got done after -- sometimes they  
3 had to move the trucks around even. So the manifests  
4 are usually associated with like -- I think like a  
5 lane. They had like lanes, like doors. And when they  
6 come in, Rex or whoever had a general idea of what the  
7 drivers were capable of and what they liked doing, so  
8 they would try to accommodate them. But it wasn't  
9 assigned to the truck so much as the driver and  
10 the -- specifically the lane. And the truck kind of  
11 just followed.

12 Q. Did you have final say in what lane that  
13 Kloppel Deliveries' drivers and helpers were assigned  
14 to?

15 A. I could try if I thought that it wasn't  
16 going to work, talk with HDL. And say, hey, we need  
17 to move these guys around. But it didn't always work  
18 out like that. I couldn't go and ask people to switch  
19 routes with me normally. I did not normally do that.

20 Q. There were instances in which you asked  
21 other Kloppel Deliveries' drivers and helpers to  
22 switch with you?

23 A. You mean like I'd come in instead of them  
24 working kind of thing?

25 Q. No. Did you have final say over which

1           MICHAEL PATRICK KLOPPel - BY MR. BUTCHER

2       lanes the Kloppel Deliveries' --

3           A.   Employees?

4           Q.   -- employees were going to on a given day?

5           A.   Generally speaking, yes. There was just  
6       pressure from HDL to stay within how they felt it  
7       would comfortably work. Most -- most of the time if  
8       there -- I thought there was an issue, I could direct  
9       them to another lane. We all worked together.

10          Q.   You say most of the time. Were there  
11       instances in which you tried to direct someone to a  
12       lane and you were told no, you cannot move that team?

13          A.   I don't -- I don't recall specific  
14       incidents. It was -- it would have been discouraged.

15          Q.   How do you know that?

16          A.   Like I said, Rex had -- Rex, James, all of  
17       them had an idea of how things would go for a  
18       particular team. So they would assign those routes.  
19       And I could discuss it with them and try to rearrange  
20       it, but it just usually wasn't something that was  
21       done. I mean, it -- just didn't normally do it like  
22       that.

23                I mean, you could. It wasn't like it was  
24       something that was restricted. So I know I had  
25       opportunity to discuss it, but they wouldn't want me

C E R T I F I C A T I O N

STATE OF NEW YORK:

COUNTY OF MONROE:

I, CHRISTINE KESTER, do hereby certify that the foregoing testimony was duly sworn to; that I reported in machine shorthand the foregoing pages of the above-styled cause, and that they were produced by computer-aided transcription (CAT) under my personal supervision and constitute a true and accurate record of the testimony in this proceeding;

I further certify that the witness requests to review the transcript;

I further certify that I am not an attorney or counsel of any parties, nor a relative or employee of any attorney or counsel connected with the action, nor financially interested in the action;

WITNESS my hand in the City of Rochester, County of Monroe, State of New York.

DATED: DECEMBER 12, 2019

*Christine Kester*

CHRISTINE KESTER  
Freelance Court Reporter and  
Notary Public No. 01KE6093245  
in and for Monroe County, New York

# **EXHIBIT 22**

1  
2 IN THE UNITED STATES DISTRICT COURT  
3 FOR THE WESTERN DISTRICT OF NEW YORK

4 -----X  
MIKE KLOPPEL, et al.,

5 PLAINTIFFS,

6 -against- Case No.: 6:17-cv-06296  
7 FPG-MJP

8 HOMEDELIVERYLINK, INC.,

9 DEFENDANT.

10 -----X

11 DATE: APRIL 16, 2021

12 TIME: 10:05 a.m.

13  
14  
15 VIDEOTAPED DEPOSITION of the  
16 Plaintiff, SAMORA MINORS, taken by the  
17 Defendant, pursuant to a Notice and to the  
18 Federal Rules of Civil Procedure, held via  
19 video teleconference, before Diane Buchanan,  
20 a Notary Public of the State of New York.  
21  
22  
23  
24  
25



A P P E A R A N C E S:

LICHTEN & LISS-RIORDAS, P.C.

Attorneys for the Plaintiff Samora Minors

100 Cambridge Street

Boston, MA 02114

BY: BENJAMIN WEBER, ESQ.

Bjweber@llrlaw.com

SCOPELITIS, GARVIN, LIGHT,

HANSON & FEARY, P.C.

Attorneys for the Defendant

30 W. Monroe Street

Chicago, Illinois 60603

BY: JARED S. KRAMER, ESQ.

Jskramer@scopelitis.com

ALSO PRESENT: Kevin Gallagher, Videographer

\* \* \*

F E D E R A L S T I P U L A T I O N S

IT IS HEREBY STIPULATED AND AGREED by and between the counsel for the respective parties herein that the sealing, filing and certification of the within deposition be waived; that the original of the deposition may be signed and sworn to by the witness before anyone authorized to administer an oath, with the same effect as if signed before a Judge of the Court; that an unsigned copy of the deposition may be used with the same force and effect as if signed by the witness, 30 days after service of the original & 1 copy of same upon counsel for the witness.

IT IS FURTHER STIPULATED AND AGREED that all objections except as to form, are reserved to the time of trial.

\* \* \* \*

1  
2 THE VIDEOGRAPHER: We are going on  
3 the record at approximately 10:06 a.m.  
4 Today's date is April 16, 2021. This is  
5 media unit Number 1 of the video  
6 recorded deposition of Samora Minors  
7 taken by counsel for the defendant in  
8 the matter of Mike Kloppel, et al versus  
9 Homedeliverylink, Inc. It's filed in  
10 the U.S. District Court for the Western  
11 Division of New York, Case Number is  
12 6:17-c.v.-06296 FPG-MJP. The deposition  
13 is being held via zoom virtual  
14 conferencing. My name is Kevin  
15 Gallagher. The court reporter is Diane  
16 Buchanan. We are both from Veritext  
17 Legal Solutions.

18 At this time the attorneys  
19 attending the session will identify  
20 themselves, for the record.

21 MR. KRAMER: Good morning. Jared  
22 Kramer for the defendant,  
23 Homedeliverylink.

24 MR. WEBER: This is Ben Weber,  
25 counsel for the plaintiffs.

1 SAMORA MINORS

2 THE VIDEOGRAPHER: And our court  
3 reporter will now swear the witness and  
4 we can proceed.

5 S A M O R A M I N O R S , called as a  
6 witness, having been first duly sworn by a  
7 Notary Public of the State of New York, was  
8 examined and testified as follows:

9 EXAMINATION BY

10 MR. KRAMER:

11 Q. Good morning, Mr. Minors. As you  
12 just heard my name is Jared Kramer. I  
13 represent the defendant in this case  
14 Homedeliverylink, Inc., Commonly referred to  
15 as HDL in connection with this case. To get  
16 started can you state and spell your full  
17 name for the record including any middle  
18 name?

19 A. Samora Nnamdi Minors, S-A-M-O-R-A,  
20 Samora, middle name, N-N-A-M-D-I, last name  
21 M-I-N-O-R-S, Minors.

22 Q. And because we are taking this  
23 deposition virtually I want to confirm you  
24 can hear me okay?

25 A. Yes.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. And if at any point you have a hard time hearing me or there's any connectivity issues, just let me know and we can try to sort that out. Okay?

A. Okay.

Q. Mr. Minors, have you ever been deposed before today?

A. No. Well, no, no, I have never been deposed before today.

Q. And you hesitated for a moment, was that because of any particular reason?

A. No, I thought when I was talking with my lawyer from before, but this was us talking about the deposition, but this is my first official deposition I ever had.

Q. Had you ever given sworn testimony in any other format?

A. Yes.

Q. And when was that?

A. That was maybe 12 to 15 years ago. That was for something with court, but that was a personal matter.

Q. Okay. And that was sworn testimony in court?

1 SAMORA MINORS

2 A. Yes.

3 Q. So, to get started I'm just going  
4 to go over a few ground rules for the  
5 deposition. So, first the court reporter who  
6 is with us is taking down everything that you  
7 say and everything that I say. And so in  
8 order for her to be able to do that  
9 effectively it's extremely important that we  
10 don't talk over each other at all. Okay?

11 A. Okay.

12 Q. So, in other words, as I'm asking  
13 you a question you may have a pretty good  
14 sense of exactly where I'm headed with the  
15 question and in normal conversation you just  
16 go ahead and answer before I finish the  
17 question. I'm going ask you to please  
18 refrain from doing that, let me finish the  
19 question and go ahead and answer so that the  
20 court reporter is able to take down the  
21 complete question for the record. Does that  
22 make sense?

23 A. Yes.

24 Q. And I will make sure that I try to  
25 return the favor and make sure that I let you

1 SAMORA MINORS

2 finish your answer before I jump in with the  
3 next question. Okay?

4 A. Okay.

5 Q. So another thing that will make the  
6 court reporter's job a little easier is to  
7 make sure you answer out loud with an audible  
8 yes, no, maybe or whatever your answer might  
9 be as opposed to making gestures like nodding  
10 or shaking your head or saying things like  
11 um-hum or ah-ha. Does that make sense?

12 A. Yes.

13 Q. And, again, that's just so that the  
14 record is clear. And so if at any point I  
15 clarify by saying so is that a yes or is that  
16 a no, I'm not trying to be antagonistic or  
17 combative in any way, I just want to make  
18 sure the record is clear for the court  
19 reporter. Okay?

20 A. Yes.

21 Q. Also throughout the course of my  
22 questioning today it's not my intention to  
23 trick or mislead you at all. If for any  
24 reason you don't understand a question that I  
25 ask or it just doesn't make sense to you, let

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

me know, I will do my best to clarify for you. Okay?

A. Okay.

Q. And similarly if for some reason there's, like I said, an issue with your audio, the video is breaking up or anything like that, I ask that you please just let us know. Okay?

A. Yes.

Q. Throughout the course of the day if at any time you need to take a break, just let me know, we will go ahead and do that. The only thing I would ask is that we don't take a break in the middle of a question. So, if a question is pending I ask that you answer it and then we can go ahead and take a break for however long you need. Okay?

A. Okay.

Q. All right. So, you understand that you've taken an oath to tell the truth today, right?

A. Yes.

Q. And so you understand that even though we are doing this in what might feel a



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

bit of an informal setting on a video call, I understand you are on your phone right now, the oath you have taken to testify is under penalty of perjury and it carries the same weight and the same effect as if you are in court sitting in front of a judge and jury, do you understand that?

A. Yes.

Q. Is there any reason that you feel today you wouldn't be able to provide your full, complete and honest testimony?

A. No.

Q. So, in other words, have you taken any sort of medication or drugs or alcohol, is there any other reason you think would keep you from testifying to your best ability today?

A. No.

Q. And so because this is a bit of an unusual setting and we can't see all of each others surroundings, I also want to confirm, for the record, there's no one else currently in the room with you where you are; is that accurate?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. That is accurate.

Q. So without telling me anything that you have spoken about with Mr. Weber or any other attorneys that represent you, what did you do to prepare for giving testimony today?

A. Just off of my own recollection of my past with HDL.

Q. Did you meet with any attorneys?

A. Beside Mr. Weber?

Q. Well, without telling me anything that you spoke about, did you meet with Mr. Weber?

A. I did not meet with Mr. Weber, but we have spoken.

Q. Did you speak over the phone or on video call?

A. Only over the phone and through e-mail.

Q. And when was that?

A. Over the last several months I would say.

Q. Did you meet with him specifically to prepare for testifying today?

A. Yes.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. Approximately how long did you meet or talk over the phone in order to do that?

A. Approximately 17 minutes, 18 minutes or so.

Q. Did you review any documents in order to prepare for testimony?

A. Yes.

Q. Which documents did you review?

A. The documents that I had given to them, but then they had sent back to me which is this (indicating).

Q. So you are holding up a tabbed binder. Was that a binder that was sent to you via Fed Ex yesterday?

A. Yes.

Q. Okay. And you reviewed the exhibits that were in that binder before testifying today?

A. Yes.

Q. I should also mention that it's important that the only items you refer to while you are testifying because you are on your phone are exhibits that are introduced into evidence that are in the binder or that

1 SAMORA MINORS

2 I share with you on the screen. Does that  
3 make sense?

4 A. Yes.

5 Q. Besides the attorneys that -- or  
6 Mr. Weber, did you speak to anyone else about  
7 the testimony you are giving today?

8 A. No.

9 Q. Besides Samora Minors, have you  
10 ever been known by any other names?

11 A. No.

12 Q. And what is your date of birth, Mr.  
13 Minors?

14 A. June 10, 1988.

15 Q. And where are you currently living?

16 A. 421 Venetian Boulevard,  
17 Lindenhurst, New York 11757.

18 Q. How long have you lived at that  
19 address for?

20 A. A little over a year and a half.  
21 About a year and nine or ten months.

22 Q. And where were you living prior to  
23 that?

24 A. In Brooklyn, New York.

25 Q. What is the address that was at in

SAMORA MINORS

Brooklyn?

A. 1655 Flatbush Avenue, Brooklyn, New York 11221 -- 11210. And the address before that was 4407 Avenue, L Brooklyn, New York 11234.

Q. Okay. The first address in Brooklyn, how long were you at that address for?

A. Approximately 13, 14 years.

Q. Okay. What about the address on Avenue L?

A. I'm sorry, that was the address that I was at 13 or 14 years was Avenue L.

Q. Got it, I'm sorry. So how long were you at the address after that?

A. About two years. A little under two years.

Q. Okay. Do you own or rent property at any other locations?

A. No.

Q. Since 2013 have you owned or rented property at any other locations besides the ones you just mentioned?

A. Yes.

1 SAMORA MINORS

2 Q. Where is that?

3 A. Since 2013?

4 Q. Yes.

5 A. I lived in several states. The  
6 first one is Florida and -- well, not several  
7 states, but I went to upstate, Upstate,  
8 New York, Upstate, New York I'm sorry.

9 Q. Let's start with Florida when did  
10 you live there?

11 A. From 2015 to about 2018.

12 Q. And what address did you live at in  
13 Florida during that time?

14 A. 4264 Sable Park Drive, Tampa  
15 Florida 33610, Unit 201.

16 Q. Any other addresses in Florida?

17 A. The same address, but I moved a  
18 different unit.

19 Q. Got it. And when did you move  
20 units, do you recall?

21 A. It would have been mid 2016.

22 Q. And what -- any other locations in  
23 Florida?

24 A. No.

25 Q. What other states have you lived in

1 SAMORA MINORS

2 since 2013?

3 A. New York and Florida. Those are  
4 the only two states I lived in, that I  
5 resided in.

6 Q. Okay. Have you spent shorter  
7 periods of time in other locations besides  
8 I'm not talking about a week or two for  
9 vacation?

10 A. No.

11 Q. I want to ask you a bit about your  
12 educational background. Did you attend high  
13 school in New York?

14 A. Yes.

15 Q. Is that where you grew up?

16 A. Yes.

17 Q. And where did you attend high  
18 school?

19 A. Canarsie High School.

20 Q. Did you graduate?

21 A. Yes.

22 Q. And what year did you graduate in?

23 A. 2007.

24 Q. And did you attend any school after  
25 high school?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. Yes.

Q. What school?

A. I attended Troy, Troy University,  
but it's a JUCO, it's a two-year school.  
It's Upstate, New York.

Q. Okay. And did you receive a degree  
from Troy?

A. No, I transferred to Kingsborough,  
an Associates and back to Downstate,  
Brooklyn.

Q. That's Kingsborough Community  
College in Brooklyn?

A. Correct.

Q. Did you receive a degree from  
Kingsborough?

A. Yes.

Q. What was the degree?

A. It was in criminal justice.

Q. Okay. What year did you receive  
the degree?

A. That was 2011.

Q. 2011, okay. Any additional school  
after receiving your degree from  
Kingsborough?



1 SAMORA MINORS

2 A. Yes. I went to John Jay.

3 Q. Okay. And did you also study  
4 criminal justice at John Jay?

5 A. Yes.

6 Q. Did you receive an additional  
7 degree from there?

8 A. No.

9 Q. Okay. Have you ever been involved  
10 in a lawsuit before?

11 A. Yes.

12 Q. And was that personally or through  
13 a business that you were involved in?

14 A. Through a business I was involved  
15 in.

16 Q. And what was that business?

17 A. That was with XBO.

18 Q. And was it, was the business that  
19 you owned Minors Contracting LLC?

20 A. Yes.

21 Q. Okay. And what was the nature of  
22 the lawsuit with XBO.

23 A. That was labor loss.

24 Q. And you were the plaintiff in the  
25 lawsuit or were you suing XBO?

1 SAMORA MINORS

2 A. It was a class action.

3 Q. Were you one of the named  
4 plaintiffs or were you a part of the class in  
5 that case?

6 A. I was part of the class.

7 Q. Okay. So similar to in this case;  
8 is that correct?

9 A. I'm not sure. I can't really put  
10 those two together. This is not -- I'm not  
11 sure. It's two different states.

12 Q. I understand. When was that  
13 lawsuit, approximately?

14 A. I believe it was 20 -- I'm not  
15 sure, honestly. When it started it was a  
16 while. It was 2014, I believe, but I'm not  
17 sure when it transpired and when it ended. I  
18 know it ended around 2016.

19 Q. Okay. Did you provide any  
20 testimony in that lawsuit?

21 A. No.

22 Q. Did you ever have to respond to any  
23 sort of discovery demands in that lawsuit?

24 A. No.

25 Q. Did you personally have any

1 SAMORA MINORS

2 interaction with any of the lawyers involved  
3 with that lawsuit?

4 A. No.

5 Q. Did you ultimately just receive any  
6 sort of settlement check as a result of the  
7 lawsuit?

8 A. Yes.

9 Q. Are you the owner of Minors  
10 Contracting LLC?

11 A. Yes.

12 Q. How long has Minors Contracting  
13 been in business?

14 A. 11 and a half years, since 2009.

15 Q. And is that when you filed  
16 organization for the business?

17 A. Yes.

18 Q. What kind of services does Minors  
19 Contracting provide?

20 A. Delivery service.

21 Q. And do you provide what is commonly  
22 referred to as final mile delivery services?

23 A. Yes.

24 Q. Has that always been the type of  
25 services that the company provides?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. No.

Q. What other services has the company provided since it started in 2009?

A. I did building management and inception for two years.

Q. So you started it in approximately April of 2011 and for approximately two years you did building management; is that accurate?

A. I started in April of 2009.

Q. I'm sorry I misspoke, April of 2009 until about 2011 you did building management?

A. Give or take a few months. I'm not exactly. This was over a decade ago.

Q. Was that in Brooklyn predominantly?

A. Yes.

Q. What led you to start Minors Contracting back in 2009?

A. I was doing building management under self-employed under myself and I was advised to go into an LLC and to bid onto, bid on contracts for building management at the time.

Q. Okay. Who advised you to organize

SAMORA MINORS

the business as an LLC?

A. It was an -- it was my accountant and one of the representatives that I was doing the contracting, the business with at that time.

Q. When you organized the company were you the only member of the LLC?

A. Yes.

Q. And you organized the company in New York; is that correct?

A. Yes.

Q. How did you end up making the transition to final mile delivery services?

A. My contract ended with building management and I was looking for new work. I went to work with my uncle and he introduced me to a new industry.

Q. What is your uncle's name?

A. Steve Minors.

Q. And how, how was he involved in the industry?

A. A decade ago he was a contractor.

Q. Do you know who he was a contractor with?

1 SAMORA MINORS

2 A. At the time I believe it was Spirit  
3 and another -- I think it was Spirit, I  
4 believe. This was a long time ago. I think  
5 it was Spirit.

6 Q. Do you recall the name of -- well,  
7 do you know if he personally contracted with  
8 Spirit or did he own a business that  
9 contracted with Spirit?

10 A. That I wasn't privy to.

11 Q. So when he advised you to go into  
12 the industry did you go into business with  
13 him directly?

14 A. No, he didn't advise me to go into  
15 business and I didn't go into business with  
16 him directly.

17 Q. Okay. And so what kind of  
18 services, who did you begin providing  
19 delivery services for in 2011?

20 A. I never provided delivery service  
21 in 2011. It was 2013 my first delivery  
22 business was partnership or work was with  
23 HDL.

24 Q. Okay. So you mentioned before you  
25 were doing building management for about two

1 SAMORA MINORS

2 years between '09 and 2011. And if you  
3 didn't begin working with HDL what did the  
4 company do between 2011 and 2013?

5 A. Nothing.

6 Q. Then what did you do for work  
7 during that time?

8 A. Nothing, I went to school. That's  
9 when I went to school.

10 Q. Understood. And that was when --  
11 sorry were you at Kingsborough during that  
12 time?

13 A. No, I already finished  
14 Kingsborough. I was in John Jay.

15 Q. Okay. What is the business address  
16 for Minors Contracting LLC?

17 A. 421 Venetian Boulevard,  
18 Lindenhurst, New York 11757.

19 Q. Has the address listed ever been  
20 1959 Troy Avenue in Brooklyn, New York?

21 A. Yes. That was a long time ago.  
22 That was almost a mistake, but I tried to  
23 correct it, but that was a long time ago,  
24 once, yes.

25 Q. What was located at that address?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. I lived there with my girlfriend at the time I was going to move in and it didn't work out and I had to change my address.

Q. Okay. Do you recall when you moved out of that address?

A. I don't. I would be guessing, 2010 maybe. It was a little while after.

Q. Okay. Besides New York where is Minors Contracting registered to do business?

A. As of right now nowhere. At one point it was Florida.

Q. Okay. And when did -- do you remember when you first registered the business to conduct business in Florida?

A. 2016.

Q. And does around March of 2016 sound accurate?

A. I believe so.

Q. Why did you decide to register the company to do business in Florida at that time?

A. It was a choice, personal choice, I was moving.

Q. Okay. So that's when you moved to



1 SAMORA MINORS

2 the address you mentioned before in Tampa; is  
3 that correct?

4 A. Yes.

5 Q. And so from March of 2016 how long  
6 were you living in Tampa for?

7 A. Until the end of 2018.

8 Q. Okay. You mentioned that the  
9 company is no longer registered to do  
10 business in Florida, right?

11 A. Correct.

12 Q. When did the company become  
13 inactive?

14 A. End of 2018.

15 Q. And why was that?

16 A. I was moving back to -- well, at  
17 the time I was not doing any -- I cancelled  
18 my work with HDL and at the time I wasn't  
19 doing any work with the business. I was on a  
20 hiatus and I was moving back to New York with  
21 my fiancée.

22 Q. Okay. That's when you moved back  
23 to your current address in Lindenhurst?

24 A. No, I first, I moved back into the  
25 Brooklyn address 1655 Flatbush Avenue address

1 SAMORA MINORS

2 and then I came here.

3 Q. Was the company active in New York  
4 during that hiatus?

5 A. No.

6 Q. When did the company become active  
7 again after moving back to New York?

8 A. Beginning of 2019.

9 Q. Besides yourself does anyone else  
10 have an ownership interest in the company in  
11 Minors Contracting LLC?

12 A. Yes.

13 Q. And who is that?

14 A. Quani Minors.

15 Q. Sorry, what was that name?

16 A. Her name is Quani Minors,  
17 Q-U-A-N-I.

18 Q. And is she related to you?

19 A. Yes, she's my sister.

20 Q. What is her ownership interest in  
21 the company?

22 A. One percent.

23 Q. How long has she had that interest  
24 in the company?

25 A. 2016, since 2016.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. And what led to her acquiring that one percent interest in the company?

A. She invested some money into me, into the company.

Q. How much money did she invest in order to acquire that one percent interest?

A. Over time I think it was maybe 5,000.

Q. And has she ever worked for the company?

A. No.

Q. Has she ever provided services for the company as a contractor or anything like that?

A. No.

Q. Since you started the company in 2009 have you worked for anyone else besides Minors Contracting?

A. Yes, I have been employed.

Q. Where at?

A. Company called Big Dog in Brooklyn, New York.

Q. What did you do for Big Dog?

A. I was an assistant, I want to say

SAMORA MINORS

lead with their party rental company and they set up occasions and I did their warehouse and their unloading and loading and doing their deliveries for their occasional -- what is that? Like parties and whatnot for or anything they deliver.

Q. Did you receive a W-2 from Big Dog?

A. Correct.

Q. And when were you employed by them?

A. This was like mid summer of 2018 for about two and a half months.

Q. You said your position was assistant lead, was that right?

A. Correct.

Q. Did you work as a driver as part of your duties?

A. No.

Q. And that was while you were still in school? I'm sorry, I'm mixing up dates here. You can disregard that. So you mentioned earlier that you originally organized the company as a limited liability company back in 2009, right?

A. Correct.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. Did you ever decide to change the companies organization so that it became a partnership?

A. Yes, but you do not have to.  
It's -- I'm not an accountant. Yes.

Q. When was that?

A. That was in 2016.

Q. Why did you decide to make that change?

A. Because I had a partner.

Q. That was when your sister purchased the one percent interest in the company?

A. Correct.

Q. You mentioned you are not an accountant, did you speak to any accountants to get advice regarding that?

A. Yes, but I was going to say that you don't have to change your articles of organizations, that's just on the state level. That's for tax purposes you can when it's an LLC, you can give a share, you write up the share and you do the billing and you do the -- it's much simpler you don't have to change. The question you asked is irrelevant

1 SAMORA MINORS

2 to the LLC.

3 Q. Was the only way you changed is the  
4 way you file your taxes at the end of the  
5 year 2016?

6 A. I'm unsure what you asked.

7 Q. Okay.

8 A. Well, we can talk a little more  
9 about that later.

10 Q. What is your current title at  
11 Minors Contracting?

12 A. Owner, CEO.

13 Q. Have you always been the CEO?

14 A. Yes.

15 Q. When you registered the business to  
16 conduct business in Florida, do you recall  
17 filing annual reports with the Florida  
18 Secretary of State?

19 A. Yes.

20 Q. And do you remember that back in  
21 2017 in the annual report you filed you were  
22 listed as the CFO of the company?

23 A. No, I don't recall. It could have  
24 been a mistake. I don't recall though.

25 Q. Do you recall listing Karen Minors

Page 31

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

as the CEO of the company in that year?

A. No, I don't recall, but it probably would have been a mistake.

Q. Is Karen Minors related to you?

A. That is Quani Minors, that is her middle name.

Q. Quani is her first name?

A. Correct.

Q. That's your sister who owned the one percent interest in the company?

A. Yes.

Q. So you have no idea why Karen Minors would have been listed as CEO in 2017?

A. No. At that time, no. I don't see why that would have been a typo or mistake.

Q. Okay. Do you recall listing Samori -- Samori Minors as the vice-president?

A. Yes, I do.

Q. And who is Samori Minors?

A. That's my brother.

Q. Was he working as the vice-president of the company at that time?

A. Yes, at that time it was minimal,

## 1 SAMORA MINORS

2 minimal work in terms of what we were doing  
3 as vice-president. Those names and titles  
4 were more so just for show for myself and  
5 what I was filing, but it wasn't in respect  
6 to what we were doing. We were very minimal  
7 in what we were doing. He worked with me as  
8 a driver and as a person who worked with me  
9 with the company.

10 Q. So how were you paying him while  
11 you were working as a helper or driver with  
12 the company?

13 A. As a 1099.

14 Q. When did he start performing those  
15 services for the company?

16 A. 2013. 2013.

17 Q. Do you know why in 2017 the annual  
18 report changed to list him as vice-president  
19 when he hadn't been listed as that before?

20 A. I must have decided to make him  
21 that.

22 Q. And do you recall why that was?

23 A. I probably promoted him for reason  
24 that I deemed it necessary. When I do things  
25 like that that's probably the reason why.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. As CEO of the company that was your decision to make?

A. Yes.

Q. And you also listed Joaquim Minors as another vice-president, do you recall that?

A. Yes.

Q. And what was his role in the company at that time?

A. His role was to be a driver. Again, this was more of just a label for, I think for whatever banking and paperwork that I was opening up. They were just people that were either family and I gave them a position so they can have access to do -- to put fuel and gas and to oversee the daily deliveries.

Q. Okay. And so those individuals were listed as officers in 2017 and 2018, does that sound accurate?

A. Yes.

Q. In 2019 do you know why they would have been removed as officer in the company filings?

A. Yes, I no longer worked with any of

SAMORA MINORS

them.

Q. Okay. And did -- what happened to cause that relation, that working relationship to end?

A. Nothing. It just ended.

Q. Did they decide to work elsewhere or did you decide you no longer wanted them to work for the company?

A. No, they decided to work elsewhere and I no longer wanted to work with HDL, so I wasn't really working at all so there was no work at the time and they decided to continue on and get their own employment.

Q. Understood. Okay. At this time I'm going to introduce and ask you to take a look at the document in that binder that you have which has been pre-marked as Exhibit 1.

(Exhibit 1, LinkedIn profile page, marked for identification, as of this date.)

Q. Can you take a look at that, Mr. Minors.

A. Okay.

Q. Is that a photo or screen shot of

1 SAMORA MINORS

2 your LinkedIn account profile?

3 A. Yes.

4 Q. Is that a photo of you appearing in  
5 the upper left-hand corner?

6 A. Correct.

7 Q. I assume you created this LinkedIn  
8 profile; is that correct?

9 A. Yes.

10 Q. Do you remember around when you  
11 first created the profile?

12 A. I don't. I don't.

13 Q. And where it says about two-thirds  
14 of the way down the page is that a  
15 description that you had written describing  
16 your experience as a CEO in the  
17 transportation industry?

18 A. Yes.

19 Q. So it says that your experience  
20 chief executive officer with a demonstrated  
21 working in transportation/trucking/railroad  
22 industry. I know we spoke a bit about the  
23 services your company provided and the  
24 transportation industry. Can you describe  
25 your experience in the railroad industry?

1 SAMORA MINORS

2 A. I don't have any.

3 Q. Okay. So that piece is just not  
4 accurate?

5 A. No, this was probably a copy and  
6 paste and it's definitely not accurate. I  
7 started this when I was 21. This was not  
8 accurate. This was just me making a profile  
9 for LinkedIn. I never used it. It was more  
10 so like a social media. These connections  
11 mean nothing. This means nothing. This is  
12 just a social media for me.

13 Q. The description of your experience  
14 just mentions that the company Minors  
15 Contracting provided logistic services,  
16 deliveries for small and large businesses.  
17 Home Depot, Bob's Furniture, et cetera.  
18 Other than those companies are there any  
19 other customers Minor Contracting has  
20 provided delivery services for?

21 A. No.

22 Q. So when you wrote et cetera, that  
23 wasn't referring to any specific additional  
24 companies?

25 A. No. Again, this is almost like a

1 SAMORA MINORS

2 filibuster just putting stuff there on paper.

3 Q. Okay. Did you mention whether  
4 Minor Contracting, LLC is still active?

5 A. I did not mention that.

6 Q. Is it still active?

7 A. It is still active.

8 Q. Okay. And was the only hiatus the  
9 one you described after your contract was  
10 terminated with HDL?

11 A. Yes.

12 Q. Why did you decide to name the  
13 company Minors Contracting, LLC back in 2009  
14 besides the fact that Minors is obviously  
15 your last name?

16 A. Yes. I was doing contracting so I  
17 decided to name it Minors Contracting and  
18 then I figured any business I'm going to do  
19 is a contract. So, it just doesn't matter  
20 what I do, it's just a contract.

21 Q. Okay. How many individuals are  
22 currently working for Minors Contracting?

23 A. I don't have anybody working for  
24 me. I have subcontractors I have on demand  
25 as I need them.

1 SAMORA MINORS

2 Q. And how many people do you have on  
3 demand right now?

4 A. Four.

5 Q. Besides you as the CEO does the  
6 company currently have any other officers?

7 A. No.

8 Q. Fair to say that the number of  
9 individuals that have worked as  
10 subcontractors with Minors Contracting  
11 fluctuated over time?

12 A. Yes.

13 Q. Have you ever had any W-2 employees  
14 with Minors Contracting?

15 A. No.

16 Q. So they have all been paid on 1099?

17 A. Yes.

18 Q. What is the most or the highest  
19 number of individuals that Minors had, Minors  
20 contracted with at any given time?

21 A. Any given time and period of  
22 year -- I'm not understanding the question, I  
23 am a sorry.

24 Q. So, you mentioned right now you  
25 have got four people that will are providing

SAMORA MINORS

services as subcontractors. You mentioned that that number has fluctuated over time. Right?

A. Yes.

Q. So my question is: What is the highest number that's fluctuated to over time?

A. I want to say between eight and ten.

Q. Was there ever a time when you didn't have any subcontractors that were performing services for the company?

A. No. If I was working I had subcontractors.

Q. Okay. Do you recall what period of time Minors Contracting had between eight and ten people that were providing services as subcontractors?

A. That would be anywhere from 2014 all the way up to 2017. Again, it fluctuated, it could have been a little higher. These aren't set in stone numbers. I don't have great memory on those type of records because, again, they were a long time

SAMORA MINORS

ago. I would have to go through them, but it could have been a little more, maybe 12. If somebody worked for me for two weeks and I put them on my 1099 list that's it, then I never see them again. I still comp them as one of my 1099 guys.

Q. What kinds of records do you have that would show that kind of information who was subcontracting for the company at any given time?

A. Those are my records, my business records. All of my records would show that.

Q. Any particular kind of business records that show that?

A. My bookkeeping, my data, my filings, my tax filings, my 1099 filings. I would put that in my filings in 1099 and tax filings.

Q. Did you perform bookkeeping for the business yourself or did you hire anyone to do that?

A. I performed it myself.

Q. Did you use a particular software or program in order to help you do that?



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. No, primitive, mostly by hand and I record mostly everything on my phone and I put it up into a PDF. Later on I would upload it into my computer.

Q. And have you saved all those records?

A. Some I have, some I don't. I discard after three, four years once I do what I need with them.

Q. What would be your best estimate of the average number of individuals that Minors Contracting had working for them since you founded it?

A. I would be guessing on average four, six, between four and six.

Q. Did you ever have less than four at any particular time?

A. Yes.

Q. Around when was that?

A. Between 2013 and 2014. Between 2013 and 2014. Those two years I didn't have much people.

Q. Was it two or three?

A. Yes, including myself.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. How have you found workers for Minors Contracting?

A. Through word of mouth or ads on Craig's List. A lot of times in the beginning it was family.

Q. And would you have been the one to place the ad on Craig's List?

A. Yes.

Q. Did you ever have to pay for advertisements to find people to work for the company?

A. Yes.

Q. And when it wasn't family members what was your kind of process for deciding whether or not you wanted to start that business relationship with someone?

A. Once I interviewed them I met with them, I would have to give the paperwork and everything over to HDL. They would do a background check and they would tell me if he's good to work or not.

Q. Did that differ at all before your contracting with HDL back in 2009 to 2011 when you were contracting with building

1 SAMORA MINORS

2 management companies?

3 A. Yes, when I contracted with  
4 building management companies they didn't --  
5 they didn't have that control.

6 Q. What was your process for hiring  
7 people then? Not hiring, but locating  
8 subcontractors to perform services for the  
9 company?

10 A. We would negotiate a rate and once  
11 we came to an agreement and they understood  
12 what they were doing and they showed me  
13 experience I would then hire them and we  
14 would go from there. The first day I would  
15 know, if they knew what they were doing or  
16 not.

17 Q. And how did you determine how much  
18 you were going to pay these individuals?

19 A. Which individuals? I'm sorry. In  
20 the beginning of my business or through the  
21 last companies?

22 Q. Let's start with the beginning of  
23 the business.

24 A. It was based on what work I had  
25 that day. Every day was different. It would

## SAMORA MINORS

1 have been a clean out, it would have been a  
2 plumber. I would have to hire, that would  
3 have been their own rates. It would have  
4 been a sheetrock guy that would have been  
5 their rates, so I would get the job and I  
6 would break down those jobs and subcontractor  
7 them out and I would have a one set number  
8 that I couldn't go over. And I would bid out  
9 within that frame?  
10

11 Q. And how did you determine how much  
12 to pay drivers and helpers when you started  
13 performing final mile deliveries?

14 A. Based on what HDL was paying me. I  
15 saw that I was able to pay a driver X and pay  
16 a helper X and that was the most I would be  
17 able to pay. It wasn't something I said,  
18 well, I can set a salary and I can do it that  
19 way. It wasn't possible.

20 Q. And since the company has been  
21 performing work after your contract was  
22 terminated with HDL, how have you decided how  
23 much to pay subcontractors you work with?

24 A. Based on their performance.

25 Q. As the CEO were you always the one

1 SAMORA MINORS

2 that negotiated how much the company you  
3 would pay subcontractors?

4 A. Yes, on a small scale. I'm talking  
5 to each individual person I work with and we  
6 negotiate a price. It's not an overall  
7 everybody gets one price.

8 Q. Would it depend on the level of  
9 experience that the individual had in the  
10 industry?

11 A. Correct.

12 Q. So you mentioned that you began  
13 contracting with HDL and got involved in the  
14 final mile delivery business after speaking  
15 to your uncle; is that right?

16 A. Correct.

17 Q. What did he tell you that led you  
18 to decide to enter that business?

19 A. He explained to me the companies  
20 you see don't do their own deliveries so in  
21 my mind when I was that age I saw Home Depot  
22 I thought they did their delivers, I saw  
23 Sears, I thought they did their own  
24 deliveries, they said they don't and that was  
25 it.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. Was he contracting with HDL at that time?

A. At that time, no.

Q. Did know if he ever contracted with HDL?

A. I can't recall. I think he -- I'm sorry.

Q. So you were saying I can't recall if he ever contracted with HDL; is that right?

A. Yes, I know he did some work with them, but I don't know if they ever contracted with them. I know he was contracted with at the time it was called 3PD before it was XBO.

Q. And so what led you to decide to have Minors Contracting LLC your company be in your contracting with HDL back in 2013?

A. They were the ones in Long Island doing the Sears delivery. And once you go online it was one of, you know, there would be HDL promotes a lot of their hiring on Craig's List and all of these companies.

Q. So did you see an ads on Craig's

SAMORA MINORS

List for contractor positions with HDL?

A. Yes, they had ads on Craig's List at the time he had, I think it was my uncle that said to me, Listen they might, I think this company is hiring because he worked with them true 3PD where they borrowed some contractors I believe where one company borrowed contractors from another company because they needed the work and he said I know about this address and then he said go online and find out some information. And once I did the information was there and that's when I started with HDL.

Q. Prior to contracting with HDL did you have a commercial driver's license?

A. No, and I currently don't have a commercial driver's license.

Q. Okay. Did you have to obtain any licenses or permits before you started contracting with HDL?

A. No.

Q. Did you undergo any sort of training before you got into that industry?

A. No, not through HDL.

1 SAMORA MINORS

2 Q. Did you receive training elsewhere?

3 A. This would have been on the job  
4 with my -- when I was with my uncle.

5 Q. Okay. So, did you work as a  
6 driver/helper with your uncle's business?

7 A. As a helper.

8 Q. When did you start doing that?

9 A. That was just here and there when  
10 he would need me in 20 -- like 2012, end of  
11 2012.

12 Q. Okay. And then you began  
13 contracting with HDL in April of 2013; is  
14 that right?

15 A. That's correct. I believe that's  
16 correct.

17 Q. Okay. And so is it fair to say  
18 that's how you got your experience or  
19 familiarize yourself with the industry before  
20 you decided to be in contracting with HDL or  
21 have your business be in contracting with  
22 HDL?

23 A. Correct.

24 Q. Okay. When you first began  
25 contracting with HDL how many trucks was



1 SAMORA MINORS

2 Minors Contracting operating?

3 A. One.

4 Q. And how many drivers and helpers  
5 were performing services for the company at  
6 that time?

7 A. At that time two.

8 Q. And do you remember those  
9 individual's names?

10 A. It was Robert Shaw and Denver  
11 Joseph.

12 Q. And were they working as drivers?

13 A. Robert Shaw was a driver.

14 Q. And Mr. Denver was a helper?

15 A. Correct.

16 Q. Did Mr. Shaw ever also work as a  
17 helper?

18 A. Yes.

19 Q. And were you working as a driver or  
20 a helper?

21 A. Correct.

22 Q. Were you working as both?

23 A. Both.

24 Q. Okay. Which location, which HDL --  
25 I'm sorry, which location was Minors

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Contracting performing services out of when  
you first began contracting with HDL in 2013?

A. Syosset location.

Q. Okay. Did there come a time where  
you started performing work out of the  
Rochester location?

A. That's correct.

Q. Do you remember when that was?

A. I'm not great with time. That was  
around, it could have been end of 2014.

Q. Okay.

A. I believe.

Q. What caused the company to begin  
working out of the Rochester location as  
opposed to Syosset?

A. They paid more per stop.

Q. Out of Rochester?

A. Yes, it was, they paid more. It  
was more incentive.

Q. Were you still living down in  
Brooklyn at that time?

A. At the time that I went up to  
Rochester I moved up to Rochester.

Q. And that was in you believe that

1 SAMORA MINORS

2 around the end of May, sorry, the end of  
3 2014?

4 A. Yes.

5 Q. Is it accurate to say Minors  
6 Contracting was performing work mostly out of  
7 Rochester from that time period through  
8 around July the summer of 2016?

9 A. I'm not sure. I did work in  
10 Syosset and in Rochester. I can't say for  
11 sure that's predominantly we were in  
12 Rochester. I was in Rochester predominantly  
13 but the exact dates I don't recall.

14 Q. Did you perform work out of Buffalo  
15 during that time period?

16 A. Yes.

17 Q. How -- do you remember during what  
18 time period you were performing work out of  
19 the Buffalo location?

20 A. No, whenever we were there the  
21 totality of when we were there if they ever  
22 needed an extra hand they would ask us if we  
23 want to go out there and run an extra route  
24 out there. If they had work or they needed  
25 help so that would just vary. It was

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

something that was just seldom.

Q. How did the amount of work that you -- I'm sorry, I just realized you said you seldom worked out of the Buffalo location; is that right?

A. Yes.

Q. It was on an as-needed basis when they asked you if you could help out with deliveries out of that terminal; is that right?

A. Yes.

Q. Okay. How much work did you, did the company perform out of the Syosset location versus the Rochester location and I'm talking specifically about the time period from 2013 when you started contracting through around the summer of 2016?

A. I wouldn't know the answer. I would have to go back into detail and look at dates and look at time frames. I'm not sure the answer to that.

Q. Okay. Is your general recollection that it was a combination, but you don't remember exactly how much during that time

SAMORA MINORS

period?

A. That is correct. I do remember that I had both Rochester and in Syosset, but not in Buffalo. I wasn't assigned in Buffalo that was upon as needed but I was contracted in Buffalo -- sorry, in Rochester and in Syosset.

Q. Did there come a time Minors Contracting stopped working out of the Rochester and Buffalo terminals and began providing services mostly out of the Syosset terminal?

A. Yes.

Q. I know you are saying it's difficult to remember exact time periods, can you estimate around when that was?

A. That was 2017. And I want to say the beginning of 2017. I want to say -- yes, I want to say beginning or late 2016 where I was officially out of Rochester. The last e-mail with the manager there giving them the 30-day notice it might have been November 2016 going into November 2017, it definitely was done by 2017.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. Do you recall who the Rochester manager was that you gave your 30-day notice to?

A. I forget the full name. Michael Rex. Michael Rex.

Q. And was there anything in particular that caused you to decide to stop performing work out of the Rochester location and move down to Syosset predominantly?

A. Yes, they were claiming we left them. We weren't making a profit. They would route me to Elmira, route me deep in the south. I wasn't making anything. They would overcharge for Penske rentals. They would blackout, they would redact the receipts from Penske, add their own bills and I could not fight anything. And everything was just debited. Everything was debited. If the customer said something happened they took the money out. If they said my guys were late, they charged me for everything. Anything that was a claim they could come out and charge me, they charged me for. I wasn't making any money. They claim me, they

1 SAMORA MINORS

2 charged me.

3 Q. When you say they were claiming  
4 you, are you referring to like merchandise  
5 claims and in-home damage claims?

6 A. Merchandise claims, in-house damage  
7 claim, Penske rental claims, product in terms  
8 of not just merchandise but accessories,  
9 escorial claims, where we were supposed to do  
10 an install and we didn't, and if they had a  
11 team go back they would charge us for that.  
12 If there was a discrepancy with a customer  
13 and the customer was unhappy they gave them a  
14 hundred dollars. Sears would charge HDL and  
15 HDL would take it out of my pay and I could  
16 not fight that.

17 Q. And so obviously that was impacting  
18 the amount of profit that the business was  
19 able to generate.

20 A. I couldn't make ends meet. I  
21 couldn't pay my bills. The profit, I didn't  
22 have profits. They -- I couldn't pay, they  
23 didn't pay me for the services rendered.  
24 They would hold monies and say they had  
25 claims that they would charge me for and I

## SAMORA MINORS

never would really see them. And then they say there's claims for merchandise claims and you don't get the merchandise. They just charge you a percentage and you ask for a receipt the receipt is them deducting the money. They don't show the receipt to the receipt to the last party. So, if there's a claim they don't show them paying the customer, they show you deducting the money and that's the receipt. How do I know what they did, I don't.

Q. I understand. How would the deductions appear, would they show up on the settlement statements issued to the company?

A. That's correct.

Q. And so ultimately you had to make the business decision to stop performing work out of the Rochester terminal for all of those reasons?

A. Correct.

Q. And, I'm sorry, you may have said this already. What was the time period when that happened?

A. Leaving Rochester?



1 SAMORA MINORS

2 Q. Yes.

3 A. I believe it was the end of 2016,  
4 early 2017.

5 Q. And when you moved down to  
6 Rochester you were still working with the  
7 same individuals and drivers and helpers.  
8 Sorry, when you moved down to Syosset were  
9 you still working with the same individuals  
10 and drivers and helpers for the company?

11 A. Yes.

12 Q. Do you remember around how many  
13 people that was at the time?

14 A. At that time was on the higher  
15 side. It would have been between -- it would  
16 have been on the higher side, maybe eight to  
17 ten people. Because it wasn't all of the  
18 people, so some of the people that were up in  
19 Rochester came down, they came up with me to  
20 Rochester so they came back down to Brooklyn  
21 with me and some people in Rochester that I  
22 subcontracted out there I didn't work with  
23 them any more so they stayed up there.

24 Q. Did you have to find any new  
25 drivers or helpers that were closer to

SAMORA MINORS

Syosset?

A. No, at the time that's when I was more so dwindling my operations with HDL so it wasn't me really trying to recruit more people, it was maintain what I have already have.

Q. I want to back up a little bit to closer to the beginning of the time you were contracting with HDL in about the fall of 2013. Do you recall adding Steve Minors as a driver back then, your uncle?

A. Yes, I do.

Q. Do you remember how you decided to begin having him perform services for the company?

A. Yes, at the time he was -- he was not working and I told him I just started working with HDL and I asked him to come on and he said yes.

Q. He obviously had experience in the industry you mentioned, right?

A. Yes, but unfortunately that ended up not really, it was short lived. He didn't work a lot together, it was only for about

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

six months. He was a chef, so he found work elsewhere.

Q. Do you recall adding a third driver Brian Bell in around April of 2014, spring of 2014?

A. Yes, that's correct.

Q. How did you decide to hire Mr. Bell? Sorry begin having him perform work for Minors Contracting?

A. He was a family friend and he asked me if I had any work and I told him I did.

Q. Did he have experience in the industry before he started working with you?

A. He did delivery for Fed Ex and UPS and I believe Amazon.

Q. Was he performing deliveries for those other companies while he was performing some work for Minors Contracting?

A. I can't speak on what he did on his own time, but he could have.

Q. There's nothing, in other words, you weren't stopping him from working for other companies at that time?

A. No.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. Do you recall providing answers to some interrogatories written discovery demands in this case?

A. Yes.

Q. Do you remember stating that initially you had leased a 2011 Mitsubishi and 2013 Hilo from a company called Mendon when you started contracting with HDL?

A. That's correct.

Q. Do remember when you began leasing those trucks?

A. It was the beginning of 20 -- I want to say the beginning of 2013. It was almost two to three months, two to three weeks after I got the contract. HDL was my guarantor. I didn't have a truck at the time and before I could acquire a truck they -- they were my guarantor with Mendon and they had a partnership with them. And they gave me the truck and they leased it to me. Being that I worked with HDL.

Q. Okay. What was your understanding regarding why or if you needed a guarantor in order to lease trucks when you first started

1 SAMORA MINORS

2 performing services for HDL?

3 A. My understanding was that they  
4 wanted a certain level of year and they also  
5 they had a partnership with them and it  
6 wasn't easy to just go and get a lease  
7 rental. They had a cheaper rate and it was  
8 at the time it seemed beneficial to get it  
9 through HDL than to go on my own because it  
10 was not that much of an option to go on my  
11 own. It was very expensive.

12 Q. Did you begin leaving both of those  
13 trucks at a period of time or was it one for  
14 a period of time and you added a second  
15 later?

16 A. It was one for a period of time and  
17 I added a second and then I gave both of them  
18 in.

19 Q. How long were you leasing each of  
20 those trucks for, do you recall?

21 A. The first one a little over a year.  
22 And the second one no more than six months.

23 Q. Okay. Did you look at any other  
24 leasing companies when you were considering?  
25 Go ahead. I'm sorry. Go ahead.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. I did and I looked at Penske, Ryder, Hertz, I looked at a few of them, yes.

Q. You mentioned earlier that ultimately the rates were just lower for Mendez; is that right?

A. Yes.

Q. What caused you to turn in those trucks?

A. I couldn't afford them.

Q. Okay. And so what did you do when you turned in those trucks?

A. When I turned in those trucks I bought older, older trucks that were more affordable for me.

Q. Is that when you began renting trucks from Penske?

A. No, my Penske rentals through, through my Penske or Ryder through HDL was a national lease. They rented those for me when I could not get a rental on my own or I refused and they would rent on my behalf and yes.

Q. Okay. So, they would rent on your behalf from Penske and from Ryder; is that

SAMORA MINORS

right?

A. Um-hum.

Q. Would you have to sign any paperwork for the rental with Ryder?

A. Yes, it was as a driver because I'm the driver, I have to show my license. I'm the one physically picking it up. But with Ryder, there's a difference. Penske you can show your own insurance. Ryder, when you have a national lease the company that puts their name up is the only insurance. They will take or they don't take your insurance at all and they put their insurance and they would charge me that difference, they would redact it, they black it out and then they had their own bond.

Q. Fair to say you preferred to lease with Penske when you needed an additional truck?

A. Yes, lease was not the right word, it was a day rental. Lease would mean six months, a year, two lease. Besides the Mendon lease, I never leased with HDL besides that. The Penske rentals would just be

SAMORA MINORS

rentals.

Q. Understood. That was to supplement the other trucks that you were operating if you needed them to perform additional deliveries; is that accurate?

A. Yes. Not additional, if I broke down or if I didn't have. Most of the time we do break downs if there was anything additional it wasn't really additional, I would only run what I can run. It would be most of the time a breakdown or I didn't have a truck or I would have a week without a truck and they say we will rent it for you and we deduct it out of the settlement.

Q. Did you have separate insurance that was able to cover the rentals through Penske?

A. At the time, yes. But not all of my insurance -- at some points, yes, and some points no because I had different, I had different insurances and some were full coverage and some were not. Some would say, yes, we cover rentals and some wouldn't. So I would have to pay Penske their own



SAMORA MINORS

insurance rate.

Q. How would you decide what insurance to or where you got insurance coverage?

A. When I first started I was directed to State Farm from an HDL representative. Besides that it was just on my own. I would I would shop around for rates.

Q. Okay. So after you turned in your trucks through Mendon you mentioned that you purchased your own trucks is that right?

A. That's correct.

Q. And when I say you your business Minors Contracting purchased those trucks, right?

A. Correct.

Q. Which trucks, what kind of trucks did the company purchase?

A. 24-foot box trucks.

Q. Do you remember the make and year of those trucks?

A. Yes. One was 1999 Mitsubishi. Another was a 2000 International 4700. Another one was a 98 International DT466. There were two of those. And these are just

## SAMORA MINORS

1  
2 in different varying times I would buy and  
3 sell trucks or if I bought a truck broke down  
4 I would part it out and sell it and buy  
5 another truck. Those are one of the things  
6 to me was easier than leasing or going  
7 through HDL.

8 Q. Okay. When you lease trucks, for  
9 example, through Mendon, did they have any  
10 requirements regarding how you maintain the  
11 trucks or repaired them?

12 A. Yes. There was a lease, a lease  
13 contract agreement you have to sign. You  
14 were liable for mechanical break downs if it  
15 was passed, if you didn't do the maintenance,  
16 regular maintenance and upkeep and the engine  
17 blew on you, you were liable. If you, you  
18 know you were liable for a lot of things done  
19 with the lease. The lease was just a lease  
20 you were still liable for the truck.

21 Q. Okay. And when you purchased  
22 trucks the company purchased trucks is it  
23 accurate to say that you didn't have those  
24 requirements about how and where you maintain  
25 and repaired the trucks, right?

1 SAMORA MINORS

2 A. I'm not understanding.

3 Q. I think you mentioned when you  
4 signed a lease agreement with Mendon there  
5 were certain requirements that you had to  
6 repair and maintain the trucks to keep them  
7 in working condition, right?

8 A. Well, no, when I say repair I mean  
9 that I would have to bring it to them for  
10 their regular maintenance. If, for example,  
11 seven months go by and I had two maintenance  
12 checks and I never went to the maintenance  
13 checkups and I didn't do oil changes lease,  
14 they maintain the lease maintains the upkeep.  
15 But if you don't go to bring it in then and  
16 then the engine blows that's on you because  
17 you never did the preemptive work to keep  
18 that truck going. And you would be on the  
19 hook if the transmission got stuck because  
20 they would not have caught it in time.

21 Q. And you had to bring the truck  
22 specifically to them in order to have them  
23 maintained, right?

24 A. Yes.

25 Q. And so you didn't have those

1 SAMORA MINORS

2 requirements obviously when the company  
3 purchased the truck itself rather than  
4 leasing it from another company and entering  
5 into a separate agreement with that leasing  
6 company, right?

7 A. No, to the extent they would  
8 maintain HDL would maintain a record of your  
9 truck. They maintain the physical feature.  
10 They take pictures of your truck, they would,  
11 you would have to be DOT compliant if you  
12 were not DOT compliant, you can't drive and  
13 work with HDL if your truck wasn't white you  
14 couldn't work with them if it was not clean,  
15 you couldn't work with them. They had  
16 smaller requirements, that some didn't follow  
17 like the year of the trucks and if your  
18 corner cap was messed up you had to get that  
19 fixed or they wouldn't run you.

20 Q. And Minors Contracting, did the  
21 company have DOT operating authority?

22 A. Yes.

23 Q. Do you recall when the company  
24 obtained that?

25 A. In 2012, 2013.

1 SAMORA MINORS

2 Q. Okay. So was that shortly after  
3 before you began contracting with HDL?

4 A. That's correct.

5 Q. Okay. And so as a company that had  
6 DOT operating authority were there specific  
7 safety requirements that the company had to  
8 adhere to for its trucks?

9 A. That's correct.

10 Q. Okay. So, Minors Contracting also  
11 had to be DOT compliant in to maintain that  
12 DOT operating authority?

13 A. That's correct.

14 MR. KRAMER: We have been going for  
15 almost an hour and a half now. I think  
16 it might be a good time, if it's all  
17 right with you guys, to take a quick  
18 five, ten-minute break.

19 MR. WEBER: Sure. Can we get a  
20 breakout room.

21 THE VIDEOGRAPHER: We are now going  
22 off the record at approximately 11:24  
23 a.m.

24 (Whereupon, a short recess was  
25 taken.)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

THE VIDEOGRAPHER: This is media  
Number 2. We are going back on the  
record approximately 11:42 a.m. Go  
ahead, Counsel.

Q. Thank you. Mr. Minors, I just need  
to remind you you are still under oath, okay?

A. Yes.

Q. I want to go back now to 2014 when  
you added a third driver I believe it was  
Mr. Bell to work as a driver for Minors  
Contracting, how did adding an additional  
driver impact your personal work schedule  
back at that time?

A. It didn't effect my personal work  
schedule.

Q. Okay. So what was the reason for  
adding the additional driver back then?

A. The purpose of that being an  
additional driver in case I needed him or  
trained him to become a main driver in case I  
didn't want to be exact.

Q. I'm sorry, you didn't want to be  
exact?

A. So, if I had a truck or if I had

## SAMORA MINORS

two trucks I had myself and one driver, if one of us something happened we would then be down one driver. And you get charged if you drop the route. If I woke up in the morning and said I'm not feeling well, HDL said okay, who do you have to pick up the route? And I said nobody, they charge me the route plus money. I would lose more than what I would make.

Q. Okay. Around that time period were there weeks when the company Minors Contracting was performing deliveries for HDL when you did not personally work as a driver or a helper?

A. No.

Q. So each week you were on the truck either as a driver or helper during that time period?

A. Yes.

Q. Do you recall taking any time off in the spring or summer of 2014?

A. I took time off periodically.

Q. Do you recall taking -- let me ask, do you know how long those stretches of time

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

were they would take off around that time period?

A. Three, four days.

Q. And how did you decide, I guess, when you wanted to take time off?

A. However I felt like it.

Q. Okay. I know it's kind of painful to go through this minutia details. I thank you for bearing with me. I know it's not a particularly enjoyable experience. Just going back to the time period when you were working out of Syosset and Rochester operating trucks out of those terminals, were there days when Minors Contracting was operating trucks out of both terminals on the same day?

A. Yes, that's correct.

Q. Throughout the time the company was under contract with HDL were you personally providing delivery services, did you mostly work as a driver or a helper or did it just vary?

A. I mostly worked as a driver. The only time I worked as a helper was when I was



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

training a driver or trying to teach somebody  
how to drive.

Q. Do you have any records that would  
show when you were working as a helper  
because you were training someone or showing  
them how to drive?

A. No.

Q. Can you briefly describe, besides  
the obvious fact that the driver drove, how  
did the job duties differ between those two  
positions, was there any difference other  
than the fact the driver was the person  
driving the truck?

A. That's correct.

Q. That was the only difference?

A. Yes.

Q. What records would you look to  
determine when you were working as a driver  
on a truck?

A. Once my name is on that paperwork  
with the settlements I was driving.

Q. Okay. Were there ever any days in  
which your name was on a delivery settlement  
statement as a driver but you weren't

1 SAMORA MINORS

2 driving?

3 A. Not that I recall.

4 Q. Were there ever any days you were a  
5 driver but for some reason your name did not  
6 appear on the settlement statement?

7 A. Yes.

8 Q. There were times where that would  
9 happen?

10 A. Yes.

11 Q. When that would happen would you  
12 make efforts to correct that on the paperwork  
13 that HDL issued you?

14 A. I would correct it to the extent of  
15 pay, so I would make sure they knew I would  
16 get paid that day for that day I ran because  
17 it was my route. It would be a mistake or  
18 either sometimes you pick up a route from  
19 somebody else, somebody dropped a route or  
20 there was a typo or a glitch where there were  
21 no printed names or what have you.

22 Q. Regardless of whether you were  
23 listed as a driver on the delivery settlement  
24 statement versus let's say your Uncle Steve  
25 Minors, Minors Contracting was paid was paid

1 SAMORA MINORS

2 the same either way, right?

3 A. That's correct.

4 Q. Were you providing delivery  
5 services out of Syosset after you moved down  
6 to Lindenhurst?

7 A. I'm sorry.

8 Q. I'm sorry, at some point you moved  
9 from where you were I believe up in Rochester  
10 back down to Brooklyn; is that right?

11 A. Yes, that's correct.

12 Q. And so when you were living in  
13 Brooklyn at that time on the days when you  
14 personally work as a driver or helper  
15 training people was that always out of the  
16 Syosset terminal?

17 A. That's correct.

18 Q. Did you ever go up, up to the  
19 Rochester terminal or the Buffalo terminal at  
20 that time period?

21 A. I don't understand the question.

22 Q. So during the time period you were  
23 living in Brooklyn after you had moved back  
24 down from Rochester Minors Contracting was  
25 operating trucks you said it was a

1 SAMORA MINORS

2 combination between Rochester and Syosset,  
3 right?

4 A. That's correct.

5 Q. So my question is on the days that  
6 you provided the services personally as a  
7 driver or helper did you ever do that out of  
8 the Syosset terminal -- sorry, out of the  
9 Rochester terminal?

10 A. Yes.

11 Q. Even though you were living in  
12 Brooklyn?

13 A. Yes, for a short period of time.

14 Q. How would that work if you were  
15 living down in Brooklyn to make it all the  
16 way up to Rochester to perform deliveries?

17 A. Well, let me tell you exactly.  
18 First they would tell me the day prior  
19 because you get to know how much you are  
20 working and how much you are working on  
21 average set up to tell me when and I would  
22 know who was working if I go up, I drive up  
23 or take a four-hour bus ride or I would take  
24 a half-hour flight.

25 Q. Okay. And so you would do that I

Page 77

1 SAMORA MINORS

2 guess the night before to then work the  
3 following morning?

4 A. The night or two days before.

5 Q. How did you decide whether you  
6 would work out of one terminal versus the  
7 other?

8 A. There were several variables to  
9 determine those decisions depending how much  
10 routes was needed in the week. They would  
11 know their workload the week before. So,  
12 hypothetically they would know, hey, we are  
13 running, you know, five trucks every day for  
14 the week. We have a high load this week can  
15 you be out here. Rex would say I will be  
16 running a lot of trucks this week or it's  
17 peak season this week and I would say, yes, I  
18 can make it out there for the same. If I'm  
19 in Rochester and New York and Syosset said we  
20 need extra guys on hand, would you be able to  
21 make it, yes, I would be able to make it and  
22 I would make my way down there.

23 Q. Where would you stay when you would  
24 go up there?

25 A. In Rochester?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. Yes.

A. I would either stay at a hotel or I would stay at one of -- a friend's house.

Q. What about Buffalo, I know you said it was seldom when you went to Buffalo, where would you stay?

A. The night of, I would not stay overnight in Buffalo.

Q. Did Minors Contracting have a business account?

A. Yes.

Q. How would the company pay for your travel expenses when you would have to go back and forth between Rochester or Syosset and Buffalo?

A. I would pay with my debit card.

Q. Your personal debit card?

A. No, probably my business debit card.

Q. Where would you deduct those expenses on your tax filings?

A. Yes, I would.

Q. Do you recall answering an interrogatory that asked you to list all of

1 SAMORA MINORS

2 the people Minors Contracting contracted with  
3 to provide delivery services under that  
4 contract with HDL?

5 A. Under the contract with HDL like  
6 their people or who am I contracted with HDL?

7 Q. Who you, who Minors Contracting  
8 contracted with to work as drivers or helpers  
9 on the HDL account?

10 A. They -- we did Sears. They were  
11 Inervel and Sears, Inervel is Sears.

12 Q. My question we mentioned those  
13 discovery requests that were sent to your  
14 attorney earlier?

15 A. Yes.

16 Q. And one of the requests asked you  
17 to list all the people that worked as drivers  
18 or helpers in order to service the HDL  
19 account, do you remember that?

20 A. Yes.

21 Q. Do you remember providing a list of  
22 names of individuals that you remembered?

23 A. Yes.

24 Q. I just want to review some of those  
25 people. You listed the following seven

SAMORA MINORS

people as drivers, Brian Bell, Samori Minors, who we already spoke about, Randall Alvers, Freddie Torres, Aquel Andrews, Mario Duran and George Abbasega. Is it accurate that all of those people worked as drivers to perform delivery services under the HDL account?

A. Yes.

Q. Then you listed the following five people as helpers, Hector Burgess, Germane Bostick, Virgil Jose and Okeif Henry?

A. Yes.

Q. It's accurate that all of those people worked as helpers?

A. That's correct.

Q. So it's a total of seven drivers, five helpers, total of 12 that you remembered?

A. That's correct.

Q. And I want to ask you about several drivers listed on Minors Contracting. Do you remember having these people work as drivers, Aquel Minors, do you remember him?

A. Aquel Minors is not a person, that's two names Aquel is Aquel Andrews and



1 SAMORA MINORS

2 Minors is my last name.

3 Q. If a delivery settlement statement  
4 listed Aquel Winters is that two different  
5 people?

6 A. No, that means Aquel worked for  
7 somebody named Winters. That was their  
8 contractors name, whoever. Whoever the last  
9 name is that means, I believe -- this is what  
10 I believe, this is not -- I don't know, but  
11 it -- that name had an Aquels first name and  
12 Winters, that's a whole another person or his  
13 first name coupled with the contractors last  
14 name or the last name of his company or his  
15 or her company.

16 Q. So no one with the last name  
17 Winters performed services for your company?

18 A. Not that I can recall, no.

19 Q. What about Alex Alan?

20 A. Not that I recall, no.

21 Q. Dimitri Scott, do you remember him?

22 A. Yes, he was a contractor and he  
23 lost his contractor agreement with HDL in  
24 Rochester and Rex brought him to me and said  
25 can he work for me, and I said okay. And

Page 82

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

then I said I don't like what is happening  
and I said he can't work for me any more and  
I believe that was it.

Q. Willy Smallwood, do you remember  
him?

A. No, I do not.

Q. What about Justin Hulse, H-U-L-S-E?

A. No, I don't remember Justin Hulse.

Q. I'm not sure if this is a typo  
Samorfa, S-A-M-O-R-F-A, Minors?

A. That must be a typo, that's not a  
real person.

Q. Presumably that's just referring to  
you your name, Samora?

A. Correct.

Q. During the time period between  
April 2013 and November 2017 when Minors  
Contracting was under contract with HDL, did  
Minors Contracting contract with any other  
companies to provide services?

A. During what time frame?

Q. The end time period that the  
company was under contract with HDL April of  
2013 through November of 2017?

1 SAMORA MINORS

2 A. Yes, I contacted XPL in  
3 Connecticut.

4 Q. Do you recall when that was?

5 A. That was late 2014, mid 2014, I  
6 believe.

7 Q. How long did Minors Contracting  
8 provide services for XBO?

9 A. About five months.

10 Q. Do you recall in your interrogatory  
11 answers saying around six months? It's not a  
12 huge difference but.

13 A. I'm sorry, it could have been five  
14 or six months.

15 Q. Did you enter into a written  
16 agreement with XBO in order for the company  
17 to provide delivery services?

18 A. I signed a contract.

19 Q. And do you remember whether you  
20 signed that contract on behalf of Minors  
21 Contracting or individually on behalf of  
22 yourself?

23 A. I signed it as both because it's  
24 almost as if it's one in the same when it's  
25 looked at as an LLC. So my name is on it,

1 SAMORA MINORS

2 it's like the business name and my name is  
3 under it when they do a paycheck or pay stub  
4 it's paid out to the company and to me.

5 Q. Would it say the company's name and  
6 care of your name or C/O, your name?

7 A. I believe so.

8 Q. Do you know whether the services  
9 that you performed under that contract with  
10 XBO were they performed under Minors  
11 Contracting DOT Authority or under XBO  
12 Authority?

13 A. At times it varied.

14 Q. Okay. It varied during that five  
15 to six month period when you were contracting  
16 with XBO?

17 A. Yes.

18 Q. How did you end up entering into  
19 that agreement with XBO?

20 A. I went online. I was looking for  
21 more work. I needed to make more money  
22 because I was drowning with my bills, my  
23 overhead and the claims and it just looked  
24 like a decent opportunity that paid well  
25 but...

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. Were you able to make some additional money by doing that?

A. It didn't. I had additional revenue come in, but it didn't make any money because it didn't work out.

Q. And did you have to hire or find additional drivers and helpers to service the XBO account?

A. I would say yes.

Q. Okay. Do you remember how many other people you needed to find?

A. Yes, it was two.

Q. Okay. Do you remember those people's names?

A. Yes, I do.

Q. What were their names?

A. They were Freddie Torres and Germane Bostick.

Q. And they Mr. Torres performed -- he worked as a driver on the HDL account as well, right?

A. Yes, he moved him and Germane Bostick moved to Rochester from Connecticut.

Q. Okay. And was that before or after

1 SAMORA MINORS

2 you contracted with XBO?

3 A. That was after.

4 Q. Okay. When Mr. Bostick and  
5 Mr. Torres were working on that XBO account  
6 did they ever work as either a driver or  
7 helper performing deliveries under the  
8 contract with HDL?

9 A. No.

10 Q. How many trucks were servicing the  
11 XBO contract?

12 A. One.

13 Q. Was that one of the same trucks  
14 that was serving the HDL account?

15 A. No.

16 Q. Did you lease or purchase that  
17 truck?

18 A. I purchased.

19 Q. Was that right around when you  
20 started contracting with XBO?

21 A. Yes, about maybe a month prior.

22 Q. During that month prior did you  
23 ever use that truck to provide delivery  
24 services for HDL customers?

25 A. No, it wasn't registered when you

1 SAMORA MINORS

2 purchased the vehicle you have to take into  
3 the shop, I have to wait for the title, I  
4 have to make sure it was good. Had to go  
5 through DOT inspection and I got the title  
6 and everything. So that took about a month.

7 Q. Did you personally work as a  
8 driver, helper, performing services under the  
9 contract with XBO?

10 A. For about three to four weeks give  
11 or take some, give or take some weeks in and  
12 out of the months I did. Because I had to  
13 get the truck out there. I had to because I  
14 was the owner, they wanted me physically  
15 there for orientation and showing my guys how  
16 things work.

17 Q. Did you remember around when that  
18 three to four weeks was, what time of year  
19 that was?

20 A. I would say probably the very first  
21 week and then I would say a week every month  
22 after that or like three days every month  
23 after that I would go check up in  
24 Connecticut.

25 Q. On the other days when you were not

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

checking up in Connecticut were you ever performing deliveries on the HDL account in either Syosset or Rochester?

A. That's correct.

Q. How did you decide whether or not you were going to work performing deliveries for HDL versus XBO during that time period?

A. I put most of my resources to HDL. XBO was secondary, that was my one truck I set up. I wasn't invested with XBO, it was just secondary.

Q. Did Minors Contracting also contract with a company called Mark Four operations during part of the time period when it was under contract with HDL?

A. No, I went to look at the work they were doing, but I didn't like it. I never contracted with them.

Q. Okay. So, I just want to ask you to take a look at the agreement that you produced as part of your discovery responses. It's pre-marked as Exhibit 16 in that binder.

(Exhibit 16, Discovery Responses, marked for identification, as of this



1 SAMORA MINORS

2 date.)

3 Q. We will introduce that exhibit. If  
4 you can take a look at that for me,  
5 Mr. Minors.

6 A. Exhibit 16?

7 Q. Yes. And I will represent for the  
8 record it appears to be a portion of the  
9 agreement SMINOR 000244 to 263. Do you  
10 recognize that?

11 A. Looks like a contract.

12 Q. Did you provide that contract to  
13 your attorneys in response to some of the  
14 discovery requests that were served in this  
15 case?

16 A. I gave this to my attorney, yes.

17 Q. Okay. It looks like the document  
18 starts on page 8 of 41. If you look at the  
19 first page of the exhibit at the bottom.

20 A. Yes.

21 Q. Do you know, I guess, why the first  
22 seven pages are missing?

23 A. I probably just couldn't find it in  
24 my files.

25 Q. Do you recall looking for them?

Page 90

1 SAMORA MINORS

2 A. Yes.

3 Q. So I want to ask you to just flip  
4 to page 23 of 41 of the agreement. SMINORS  
5 00259.

6 A. Yes.

7 Q. Is that your signature that is  
8 appearing on the page?

9 A. Yes, that is.

10 Q. And underneath that is your name  
11 and next to title it says owner. I assume  
12 that refers to you as the owner of Minors  
13 Contracting LLC?

14 A. Yes, that's correct.

15 Q. And it appears to be dated November  
16 15th of 2016?

17 A. Yes.

18 Q. So, I guess my question is: Why  
19 did you sign the contract if you never ended  
20 up performing any services under it?

21 A. With this industry you can sign a  
22 two, three, four contracts and never follow  
23 through. They didn't sign. I think I signed  
24 just to give it to them and when I heard with  
25 this specific company what they wanted and

Page 91

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

what they were giving, I said I'm okay. And I didn't follow through with any commitments.

Q. And so the company Minors Contracting never ended up actually performing any services under the terms of that contract?

A. No, sir.

Q. And they didn't pay you or your company any money; is that right?

A. No, that's correct.

Q. You can put that document away, if you want. Besides trucks what other equipment does Minors, does your business Minors Contracting need for it's operation?

A. Basic hand tools.

Q. Okay.

A. And a hand truck.

Q. Okay. And how did you communicate with the drivers and helpers on a day-to-day basis?

A. By phone.

Q. Okay. And did the company have any office space at any time?

A. No.

SAMORA MINORS

Q. Did the company own any phones  
itself?

A. No.

Q. What about computers?

A. Yes.

Q. Do you know how many computers you  
purchased for the company?

A. One.

Q. Your personal phone would you  
deduct your expenses for your personal phone  
as a business expense on your tax filings?

A. No.

Q. You mentioned basic hand tools that  
are needed to perform deliveries. Can you  
tell me about some of those?

A. Yes, a drill, you know, a socket  
set, hammer, your basic screwdriver sets and  
your hand truck and a measuring tape.

Q. Is that all equipment that your  
company had to bear the expense of in order  
to perform deliveries under the contract with  
HDL?

A. That's correct.

Q. Would you have to have a set of

1 SAMORA MINORS

2 those tools for each truck you were  
3 operating?

4 A. Yes, that's correct.

5 Q. How did the company pay for those  
6 items was it out of the -- go ahead, I'm  
7 sorry. That's the question.

8 A. Out of the business account.

9 Q. Were those expenses all deducted on  
10 tax filings at the end of the year?

11 A. That's correct.

12 Q. Did Minors Contracting provide  
13 delivery services to any other entities  
14 besides XBO during the time period between  
15 2013 and 2017?

16 A. No.

17 Q. Are you familiar with a company  
18 called home delivery America?

19 A. Yes.

20 Q. Did Minors Contracting ever have a  
21 relationship with that company?

22 A. Yes, but that was before home  
23 delivery.

24 Q. I apologize if I'm mistaken I  
25 believe you testified that the first company

SAMORA MINORS

that Minors Contracting contracted with was Homedeliverylink in 2013, is that not accurate?

A. I might be mistaken that was such a long time I don't remember honestly. I could be mistaken. Go ahead.

Q. I was just going to ask you just is it accurate to say you are just not sure whether you provided services, your company provided services to Home Delivery America before or during the time you contracted with HDL?

A. Yes, I thought they were before, but they probably were at the same time where they overlapped and I just -- it's been so long I probably just don't remember.

Q. Can you tell me about the circumstances of what you remember about how you began contracting with Home Delivery America?

A. I remember Home Delivery America was only for three months, I tried to go into Jersey working with them, but then my -- it had an interruption with my MC, with

Page 95

## SAMORA MINORS

1 something called the authority and I didn't  
2 know what that was. And mine had gotten -- I  
3 didn't have it in place and you had to go  
4 through inter-state. It was too much of a  
5 hassle to go through that. It was something  
6 it wasn't for a long time. I didn't even  
7 remember it.  
8

9 Q. Just to make sure I understand, you  
10 were required to have inter-state authority  
11 in order to perform services for them?

12 A. Yes, I did. That's what I believe  
13 at the time.

14 Q. Did you ever personally work as a  
15 driver or helper when the company did provide  
16 services during that short period of time?

17 A. Yes, yes, if I can recall yes, in  
18 Jersey.

19 Q. Do you recall whether any of the  
20 other individuals we spoke about earlier that  
21 were drivers or helpers also worked on that  
22 account?

23 A. No, it was only one truck with that  
24 account and it's either -- I can't remember  
25 which one started it first, but they weren't

SAMORA MINORS

1 together, those accounts they didn't, I  
2 didn't use guys from one account to the next  
3 account. It was, I think I ended with them  
4 or started with them or ended and started  
5 with HDL, but that was something I couldn't  
6 keep up with because of it being in Jersey  
7 and their filing requirement for my MC  
8 authority.  
9

10 Q. Okay. Did Minors Contracting enter  
11 into a written agreement with Home Delivery  
12 America?

13 A. Yes.

14 Q. Do you know if you still have that  
15 agreement?

16 A. No, I don't know if I still have  
17 that. If it's still in here a lot of my  
18 records got washed away in the flood I had in  
19 2013, 2014.

20 Q. In addition to some of the hand  
21 tools you mentioned did you also have to have  
22 pads and ties in order to perform deliveries  
23 for HDL?

24 A. That would have been something they  
25 required, but they didn't stress it, it's not



## SAMORA MINORS

1 something I remember being pushing together,  
2 I remember we needed hand trucks and we  
3 probably needed pads. I'm sure we did, but  
4 it wasn't a big thing because if you damage  
5 something they claimed you. It wasn't a  
6 bother to them if you got claimed it is in  
7 their best interest. They hit you with a  
8 claim fee, they hit you with a processing fee  
9 and you get not to keep the product and they  
10 can sell that product back again. So, it's  
11 in their best interest you have a claim.  
12 Anything presumed claim became an actual  
13 claim right away.

14  
15 Q. And are you saying that they didn't  
16 dispute it with the customers?

17 A. No. They didn't, no.

18 Q. Is one of the reasons for having  
19 the pads and ties presumably is to help  
20 protect against some of those claims in  
21 theory?

22 A. In theory you can say that, but in  
23 practice they didn't care about that. They  
24 looked for claims because it's in their best  
25 interest. They made money when we had a

1 SAMORA MINORS

2 claim. They made more money than when we had  
3 a delivery.

4 Q. The hand trucks and dollies did you  
5 purchase those before the business started  
6 contracting with XBO?

7 A. No.

8 Q. You didn't have any of that  
9 equipment in 2014 when you started  
10 contracting with XBO?

11 A. I'm sorry, I'm sorry. I'm thinking  
12 with when it came to XBO if I bought anything  
13 with respect to XBO, it was bought new and  
14 for XBO anything I had that was already  
15 continuing working with I wasn't taking. So  
16 whatever I purchased already was already  
17 being used.

18 Q. What did you do with that equipment  
19 when you terminated the contract with XBO?

20 A. I would have brought it back to the  
21 state where I was in which would be New York.

22 Q. And would the contracting company,  
23 would Minors Contracting then use that  
24 equipment to perform services on the HDL  
25 account?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. Yes. Yes, I would assume so if I was working and I had the tools and I brought them over back to New York and I needed them I would use them or I would keep them in storage.

Q. Did you provide uniforms to individuals that made deliveries for Minors Contracting?

A. No. HDL did.

Q. Okay. And were you required to purchase those uniforms?

A. From HDL, yes, I tried to buy it outside like a Walmart for \$5 and they would tell me I can't. I wouldn't be able to enter the building without the Homedeliverylink clothing. I actually have videos of that. Yes, they controlled us to that point.

Q. Who told you that from HDL?

A. An HDL representative. It would have been they changed. At the time it was Andrew Wilson. Another one was Earl something. Another one was -- I mean you have it was so many people that worked there and they just sputed the same thing about

1 SAMORA MINORS

2 what the company wanted. So the person that  
3 said it, it didn't matter it was what the  
4 company told them to say, it wasn't just like  
5 they would be walking around saying don't  
6 walk in without the shirt. You have to have  
7 HDL home delivery shirts.

8 Q. Who was in the videos you just  
9 referenced?

10 A. Contractors and Homedeliverylink  
11 representatives were doing stand up in the  
12 morning, us discussing what they want us to  
13 do and don't want us to do and every morning  
14 we have to take a picture. Every Friday we  
15 had to take a group picture to make sure we  
16 had a uniform. If we didn't have the red  
17 shirt we would get audit and penalized.

18 Q. What were the uniforms HDL  
19 required?

20 A. Blue shirt, blue pants, black  
21 boots. No hoodies and their shirts. You  
22 know it changed, if a new shirt came in you  
23 had to buy the new shirt. You couldn't wear  
24 your old shirt.

25 Q. Was that during the entire time

Page 101

1 SAMORA MINORS

2 period that Minors Contracting was under  
3 contract with them?

4 A. That is correct.

5 Can I go on hold for one second.

6 MR. KRAMER: Sure. Do you want to  
7 take a short break.

8 THE WITNESS: Yes, please.

9 THE VIDEOGRAPHER: We are off the  
10 record at 12:22 p.m.

11 (Whereupon, a short recess was  
12 taken.)

13 THE VIDEOGRAPHER: This is the  
14 beginning of media number 3, we are  
15 going back on the record at  
16 approximately 12:27 p.m.

17 Q. Just reminding you, again,  
18 Mr. Minors, you are still under oath.

19 A. Yes.

20 Q. Did HDL deduct the cost of uniforms  
21 from settlement statements issued to Minors  
22 Contracting?

23 A. Yes.

24 Q. Would you also deduct the cost of  
25 the uniforms on Minors Contracting tax

SAMORA MINORS

filings?

A. Yes.

Q. I know we spoke earlier about the time period during 2014. After that were there weeks during which you didn't personally perform delivery services for HDL?

A. Yes, if my name wasn't on there, if it was somebody else working, that's who did the services that day. The name corresponds with the work.

Q. I believe you mentioned earlier that there were some times where there would be a different driver listed on the settlement statement, but you actually had your men that day, right?

A. For the most part. I can't speak on every single instance, but I was talking about extra like if a route was dropped or if somebody didn't show up that would have to be corrected in their internals. I don't know if they did that. When the route was done on the day before for the most part for 99 percent of the time you knew who was working and the day before you had to confirm. They

1 SAMORA MINORS

2 would sent out the routes and you would know.  
3 I would say ten times a year that would  
4 change, 12 times a year that would change, if  
5 somebody dropped a route or somebody didn't  
6 have a name on the route or their systems  
7 weren't loaded, but for the most part the  
8 standard was you knew the day before.

9 Q. Do you have any records showing  
10 those ten or however many times when the  
11 driver listed was not the person that drives?

12 A. No. This is just going off of  
13 memory.

14 Q. Okay. During weeks when you  
15 weren't personally working as either a driver  
16 or a helper, was your company sometimes  
17 making deliveries for HDL?

18 A. Yes.

19 Q. Do you remember the longest stretch  
20 you ever went without personally working as  
21 either a driver or helper?

22 A. No more than a week.

23 Q. Okay. And so at some point you  
24 mentioned that you moved down to Florida,  
25 right?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. Yes.

Q. And, I'm sorry, I believe you said that was in 2016; is that correct?

A. Yes.

Q. Okay. And so you lived in Florida from -- do you remember approximately what time period in 2016?

A. When I moved down in 2016 I think it was the beginning of 2016.

Q. So, I know it was a while ago, but do you remember if it was January or February, do you remember which month it was?

A. Could have been January.

Q. Okay. And so you lived in Florida from January, approximately January of 2016 through the end of the time that you contracted with HDL in November of 2017, right?

A. Yes.

Q. So that was about two, three months if my math is correct?

A. Are you asking me?

Q. Yes, I'm asking you.

A. Yes. I would guess, I didn't do



1 SAMORA MINORS

2 the math, but yes.

3 Q. And during the time period that you  
4 were living down in Florida you would go no  
5 longer than a week without actually  
6 performing delivery services up in New York?

7 A. No. When I was in Florida there  
8 wasn't a lot of work that was in for the  
9 Syosset branch. The work was really only in  
10 the Rochester branch and when I wasn't there  
11 the people on the truck were the ones that  
12 were performing work.

13 Q. Okay. Do you remember the longest  
14 stretch you went while you were living down  
15 in Florida without going back up to New York  
16 to personally perform deliveries?

17 A. No, I don't recall that much time.  
18 It would have been -- I don't recall. I  
19 would be guessing.

20 Q. Okay. So when you said it was a  
21 week earlier that was incorrect. I just want  
22 to make sure that I am understanding your  
23 testimony.

24 A. What was incorrect? I'm not sure.  
25 I thought you were asking in terms of when my

1 SAMORA MINORS

2 vacations are whatnot. The times I took  
3 vacations or the times I took off?

4 Q. I'm asking about times when you  
5 were not personally performing deliveries in  
6 New York for HDL.

7 A. The times that I weren't performing  
8 was when I wasn't here any time I no longer  
9 lived here. If I was living in Florida, I  
10 registered in Florida. I was in Florida for  
11 those times. The only time I came out here  
12 to check up with Rochester, I didn't have  
13 much work in Syosset.

14 Q. That would be from January 2016  
15 through the end of your contract with HDL,  
16 right?

17 A. No, there were times where -- no,  
18 that's not accurate. There were times where  
19 I would be -- I would be back and forth. So,  
20 I was in even though I was in Florida I was  
21 in New York for four months, five months  
22 running in New York.

23 Q. Do you remember when around that  
24 was?

25 A. That would have been right before I

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

cancelled with them. So for the last four, five months I was in New York working with them even though I was -- my business is in Florida, I came to New York and register -- working with them and that's until I dissolved the partnership with HDL.

Q. Okay. Where were you staying when you lived in New York during those four to five months?

A. That was the 1655 Flatbush -- sorry, 4407 Avenue L, Brooklyn, New York.

Q. I thought you moved from that location before you even moved up to Rochester years before?

A. Moving is not specifically leaving. Just because I move from someplace, that's my mother's house, I can go there whenever.

Q. So I didn't know that was your mother's house. Okay. You said it was the last four or five months that you stopped contracts in 2014 that you were living in your mom's house?

A. That would be correct. During these times I jumped around a lot, I moved, I

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

did a lot of things. I moved around so going back on those specific, those exact dates I won't remember every specific.

Q. What made you decide to go back up to -- sorry I will back up. While you were living down in Florida before you went back up to stay at your mom's, who was responsible for the day-to-day operations when it came to running your business?

A. Where? I'm sorry, I didn't get --

Q. Well, specifically I'm talking about your business performing deliveries under the contract with HDL.

A. I would be.

Q. Okay. So, can you kind of describe what your day-to-day activities were during the time you were living down in Florida?

A. My day-to-day activities I would call in to make sure everything was going as planned and there wasn't really much to be done. The routes were handed out the day before. Sears really controlled everything on their end of the delivery spectrum where all I would have to do is make sure my guys

1 SAMORA MINORS

2 were there, the truck was there. That was  
3 it.

4 Q. Were you handling all of the  
5 bookkeeping responsibilities at that point?

6 A. That's correct. I was handling,  
7 covered all of my bookkeeping. I never  
8 outsourced.

9 Q. Were you operating any other  
10 businesses during that time?

11 A. No.

12 Q. Did you have any businesses in  
13 Florida?

14 A. No, no.

15 Q. So you had no -- before you asked  
16 me where I was referring to you conducting  
17 business, so were there any other locations  
18 besides in New York during that time period  
19 from January 2016 when you moved until you  
20 terminated the contract?

21 A. No, it was only with HDL. I  
22 thought you were talking in terms of  
23 different locations where I was, like,  
24 specific locations I thought you meant.

25 Q. Okay. Did you ever have an

Page 110

1 SAMORA MINORS

2 ownership interest in any other companies  
3 during the time your business was under  
4 contract with HDL?

5 A. No.

6 Q. Earlier before you moved to Florida  
7 do you remember a period of time in January  
8 through October of 2015 when you did not work  
9 as a driver?

10 A. No, no.

11 Q. No, you just don't remember or  
12 there was never a gap of time back then?

13 A. What is the gap of time? What is  
14 that time frame?

15 Q. It was January through October of  
16 2015.

17 A. No, that's incorrect.

18 Q. Within that time period were there  
19 smaller periods of time where you took time  
20 off?

21 A. No, no. For those eight months,  
22 no, I had to work 2015. No, I was not that  
23 fortunate.

24 Q. Okay. Could you estimate the  
25 longest stretch of time you took off back

1 SAMORA MINORS

2 around that time period?

3 A. Again, no more than a week. If I  
4 stayed more than a week away from my  
5 operations it would shut down.

6 Q. What changed that allowed you to  
7 take longer time periods off later on when  
8 you moved to Florida?

9 A. Well, I didn't really take time  
10 off. I was always working. It's just that I  
11 didn't do the deliveries. I was in the back  
12 end running the paperwork and stuff like  
13 that. But for some of the times if I wasn't  
14 there that day making the physical delivery I  
15 didn't deliver that day. There were some  
16 days I didn't deliver, some days I didn't go  
17 on the truck.

18 Q. So my question wasn't a good one.  
19 I'm asking what changed that allowed you to  
20 not be personally performing deliveries  
21 around the time you decided to move to  
22 Florida?

23 A. I went down in trucks. I didn't  
24 run as much trucks. I sold trucks and I  
25 wasn't running a big operation. So me

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

physically leaving I ran less trucks.

Q. Okay. Were all, were all of the payments -- I'm sorry, I will back up. Why did you decide to move to Florida back in January of 2016?

A. Change of weather. I lived in Rochester, if you know anything about Rochester, I was tired.

Q. Yes, I've never been there, but I heard the weather up there is rough.

A. It's rough.

Q. And were the payments that your company received from HDL always deposited into the company business account?

A. That's correct.

Q. What about the payments that your company received from XBO?

A. Same. Entered into the company business account.

Q. Was it the same thing with Home Delivery America?

A. I don't -- I want to say I believe so, but I don't think -- I think I got checks and I cashed them from Home Delivery America.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

I don't believe they went into my bank account. But I can't remember for everything. I can't remember. It's a long time ago.

Q. Did you take a salary while you were the owner of Minors Contracting?

A. No.

Q. How did you pay yourself during that time period?

A. In the beginning I didn't pay myself. Whatever was in the end I would take and then mostly off of tips I would have to work, pay out guys, pay out claims. There would be not be enough, there wouldn't be enough money for me at the end of the week. If I had a \$6,000 claim between claims, fuel overhead and deductions, I would be left with like \$700. And then I would have to pay for the fuel for the week coming. And that was just tough /STKPWHR\*. It was really it was hard to determine a salary when I really couldn't pay my bills.

Q. When you say at the beginning, what time period are you referring to?

1 SAMORA MINORS

2 A. I guess for me it's not a time  
3 period. It was just the beginning, just the  
4 beginning. I guess the very beginning of  
5 starting my contracting relationship with  
6 this industry.

7 Q. Okay. So did the amount that you  
8 ultimately took home to pay for your personal  
9 expenses did that depend on the financial  
10 success of the company?

11 MR. WEBER: Objection. Assuming --  
12 just vague.

13 Q. You can go ahead and answer if you  
14 understand the question.

15 A. To an extent, yes.

16 Q. So did you take owner's drawers  
17 from the company?

18 A. I believe I did. I believe I did  
19 once or twice, but I would more so I would do  
20 my taxes at the end of the year. Quarterly I  
21 would do my taxes and basically what my  
22 comment I did after everything was said and  
23 done there was \$300,000 in revenue \$22,000  
24 was left and that's what I would show as pay  
25 profit after all of my deductions, my

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

rentals, my fuel, my business overhead, all of my business overhead. I would say this is what I have as profit and that would be what I cleared if it was 30,000, 22,000, negative 11,000. These are the things, that's how I made my pay.

Q. Did the money paid to you get taken from the Minors Contracting bank account?

A. Correct.

Q. Do you have records showing how much money you were paid by the company?

A. Would be my tax records.

Q. Okay. Your personal tax records or the tax records from the company?

A. Both.

Q. Were you -- it sounds like you were not paid in regular intervals by the company; is that accurate?

A. That's accurate.

Q. So, did you have certain monthly expenses just to live?

A. In the beginning, no. I live with my parent, my mother. So, the overhead was for my personal life style was taken care of

1 SAMORA MINORS

2 through my mom.

3 Q. When did you move out from your  
4 mother's house?

5 A. I mean that's hard to put a point  
6 on it, maybe 20, 24.

7 Q. 24. I don't have my math straight,  
8 what year would that have been?

9 A. Maybe 2012, 2011. I mean I left,  
10 but I didn't move out, I would have my place  
11 there. I never moved out from my mother's  
12 home. My place is always there. When did I  
13 move out, permanently leave, I want to say  
14 24, that's probably when I went to Rochester  
15 and from there I went to Florida.

16 Q. Were you renting or did you buy a  
17 place up in Rochester?

18 A. I rented for the time that I was in  
19 Rochester.

20 Q. Do you remember what your monthly  
21 rent was up there?

22 A. Yes, I think it was like -- I  
23 rented a house and it was like four or five  
24 of us in the house, so it was like 2300, but  
25 it was 5 or 600 a person or 4, \$500 a person,

Page 117

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

we split it up.

Q. What about when you moved back down to Brooklyn after that to the new place that was not your mom's apartment?

A. That was my girlfriends. I didn't have to pay rent.

Q. What about when you moved back to Florida?

A. I paid rent and I had a roommate.

Q. Did you ever purchase any property down in Florida?

A. No, I have no property. I have yet to purchase property. It's kind of hard to purchase property with this type of industry.

Q. Have you ever purchased any vehicles besides the trucks that we discussed earlier?

A. No, no. I wasn't fortunate enough to finance or purchase brand-new vehicles. It was always used, what I could afford.

Q. Did you lease vehicles?

A. The very beginning through HDL I did lease and that was it.

Q. Okay. When you were down in

1 SAMORA MINORS

2 Florida did you have a 23-foot vehicle  
3 registered in your name?

4 A. My personal name?

5 Q. Yes, or in your businesses name.

6 A. I don't know about 23-foot. I  
7 registered vehicles in my businesses name in  
8 Florida, yes, that's correct.

9 Q. So business you were conducting  
10 with Florida?

11 A. I didn't really conduct much  
12 business in Florida. My businesses were I  
13 registered in Florida, I was trying to do  
14 trucking there, but it didn't workout as  
15 much. And a lot of the -- I still was  
16 operating in New York.

17 Q. Okay. So earlier you testified  
18 that you didn't conduct any business in  
19 Florida. So, I'm trying to understand  
20 whether you did or didn't.

21 A. What do you mean? I never said --  
22 I don't recall saying. You didn't ask me if  
23 I conducted business in Florida.

24 Q. What business did you conduct in  
25 Florida?

Page 119

SAMORA MINORS

A. I didn't conduct much business in Florida. I tried to conduct business in Florida, but it didn't pan out. I was working with HDL in Florida and then they blackballed me because they thought I did a walkout in New York, in Syosset in 2014 or '15. They thought I did a walk out in Syosset, so they black-balled me in Florida and they asked me to go to Florida and run some trucks there. And when I went there they didn't run me.

Q. What kind of vehicles did you have registered in your name in Florida?

A. 2000 International, 2002 International and 1999 Mitsubishi. And the 1999 GMC.

Q. Did you ever register a boat in Florida?

A. Yes.

Q. What kind of boat?

A. I never -- I don't recall. I never took it to the water. It didn't have an engine in it.

Q. Just one moment. Other than the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

owners that you discussed, did you receive other compensation from Minors Contracting?

A. No.

Q. Did the payment you received from the company depend at all on whether or not you personally performed delivery services during a particular week?

A. No.

Q. Was the amount you were paid by the company different depending on whether you worked as a driver versus a helper on any particular week?

A. Sometimes.

Q. How would it be impacted whether you were working as a driver or helper?

A. If I was working as a driver I would pay myself as a driver. If I was working as a helper, I pay myself as a helper. If for some reason the business pulled up short I wouldn't pay myself at all, it would have to come out-of-pocket to pay everything and then pay myself. I was never really on a salary. Hypothetically if I worked five days I still would pay myself



1 SAMORA MINORS

2 five days until I knew everything else was  
3 covered. And unfortunately this wasn't an  
4 ever an industry where everything was covered  
5 and I had hundreds of dollars left over.

6 Q. Did you ever take draws from the  
7 company during weeks you didn't personally  
8 perform delivery services?

9 A. Yes.

10 Q. So I want to introduce what is  
11 pre-marked as Exhibit 3 in that tab binder  
12 you have. If you could take a look at that.  
13 So I will represent it's a total of 16 pages.  
14 I'm just going to ask you about a few of  
15 them. Can you please turn to the third page  
16 of that exhibit, which is SMINOR 00120.

17 (Exhibit 3, 16-page document,  
18 marked for identification, as of this  
19 date.)

20 A. Exhibit 3?

21 Q. Yes, it should be, yes, Exhibit 3.

22 A. Yes, I see it.

23 Q. Was this one of the documents that  
24 you had given to your lawyer to produce as  
25 part of this case?

Page 122

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. Yes.

Q. And at the top of that page is a copy of what appears to be a check issued by HDL to Minors Contracting LLC. And it says C/O is Samora Minors. Is that a check your company received from HDL?

A. Yes, that's correct.

Q. How often did you receive checks from HDL? Did your company or yourself receive checks from HDL?

A. Biweekly. They paid out biweekly.

Q. Were they always issued in this way to your business where it says care of or C/O Samora Minors underneath that?

A. Yes.

Q. Would you always deposit these checks into your business account?

A. Yes.

Q. In the memo portion of the check in the lower left-hand corner it says RCWE 10-11 and 10/18/14. Do you see that?

A. Yes.

Q. What does that tell you about the week the check is for?

1 SAMORA MINORS

2 A. This says Rochester week of 10/11  
3 and 10/18.

4 Q. Do you know if WE stands for week  
5 ending 10/11 and 10/18/14?

6 A. That's correct.

7 Q. And the amount issued to the  
8 company in the check \$7,207.31?

9 A. That's correct.

10 Q. Can you take a look at the  
11 following six pages that are after that one,  
12 they are Bates numbered SMINOR 00121 to 1267.  
13 You can flip through them quickly to see what  
14 they are. The top of each page it says  
15 Homedeliverylink, Home Delivery Settlement  
16 Statement, right?

17 A. That's correct.

18 Q. These are all delivery settlement  
19 statements that were issued to your company  
20 between those two weeks ending October 11th  
21 and October 18th of 2014, right?

22 A. That's correct.

23 Q. What is delivery settlement  
24 statement, how would you describe what it  
25 shows?

1 SAMORA MINORS

2 A. It shows the work that we provided  
3 and overall of what we did and how much they  
4 paid us. It's an account.

5 Q. How often did your company receive  
6 delivery settlement statements from HDL?

7 A. Biweekly.

8 Q. So it looks like there are the  
9 first three documents is dates numbered  
10 ending 121 to 123 in the upper left-hand  
11 corner, week ending October 11th of 2014, do  
12 you see that?

13 A. Yes.

14 Q. And the following three settlement  
15 statements, statements October 18, 2014 is  
16 the week ends, right?

17 A. Yes.

18 Q. So, obviously those were issued on  
19 two consecutive weeks. When you say you  
20 received them biweekly were they just not  
21 provided to you in hard copy form every week  
22 or did you actually get them each week?

23 A. No, I got them, I got them biweekly  
24 based on when we got paid.

25 Q. So when you would get them biweekly

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

they would be broken down into one-week periods; is that right?

A. Yes.

Q. So like her you got three for the week ending October 11th and another for week ending October 18th?

A. That's correct.

Q. So you would get -- would you get different delivery statements for each driver that performed deliveries during that time period?

A. Yes.

Q. For the week ending October 11, 2014 there are three settlement statements, one a Kyle Myers, one George Abbasega and one lists Freddie Torres, right?

A. Yes.

Q. That means those were the three drivers that performed deliveries during that week?

A. That's correct.

Q. Then the following week it says Aquel Andrews was a driver on one, George Abbasega was a driver and then there's a

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

separate one for Freddie Torres who worked as a driver that week, right?

A. Yes.

Q. If I told you that the net due contractor amount at the bottom of those settlement statements, for these six settlement statements we were just talking about add up to the amount of the check you got for those two weeks, would that indicate to you that these were the six drivers that worked that week?

A. Yes.

Q. So this was just a two-week period where you were not working as a driver then; is that accurate?

A. Yes.

Q. I know this was a long time ago, but do you remember why you didn't work as a driver during these two weeks?

A. It wasn't just the two weeks. I believe now you said that -- I want to go back. You said that I for about eight months I didn't work -- you said eight months I didn't work. Whatever the information is for

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

eight months I lost my license, I was not a driver, I was a helper, but I was still in Rochester working.

Q. How would we tell which dates you were working as a helper during that time period?

A. Unfortunately there's not really a way. They didn't keep track of helpers.

Q. Do the amounts you paid for each of the settlement statements they pertain to the work not only done by the driver listed on the settlement statement but also by the helper on the truck for the day, right?

A. No.

Q. It only shows the driver's name on the settlement statement, but there was always a helper on the truck with the driver, right?

A. Yes.

Q. So the helper's name just didn't appear on the settlement statements; is that right?

A. That's correct.

Q. I want to direct your attention to

SAMORA MINORS

page 5 of this exhibit, Bates numbered  
SMINORS ending 122. Let me know when you are  
at that page.

A. Exhibit 5?

Q. Still on page Exhibit 3, page 5. I  
know it's a little confusing.

A. How would I know which is page 5?

Q. Flipping through from the beginning  
of the exhibit if you flipped through five  
pages. And then the Bates number at the  
bottom of the page in the binder it's really  
the upper right-hand corner, it's ending 122.  
Do you see George Abbasega is listed as the  
driver for that week?

A. Yes.

Q. It's the week ending 10/11/2014?

A. Yes.

Q. So this shows there were completed  
stops when he was driving the truck on three  
days that week, right?

A. Yes.

Q. I'm sorry, four days, I misspoke,  
Monday through Thursday?

A. That's correct.



SAMORA MINORS

Q. And below where it shows the number of stops completed each day it lists the deduction as applied to the amount paid for stops that he completed, right?

A. That's correct.

Q. One of the deductions listed is a hundred dollar charge for performance bond, right?

A. Yes.

Q. What is the performance bond?

A. They put a hold on each truck you put with them.

Q. Do you know why the performance bond appears on this settlement statement as opposed to any of the other drivers that worked that week?

A. No, they did it however they wanted. They take it out from whichever they wanted to. They took claims on whichever they wanted to. If I had a claim in Syosset they took it out in Rochester. If I had a claim in Rochester they took out in Syosset. They took the money out from wherever they took it.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. There were deductions for claims on one settlement statement let's say a settlement statement issued for Freddie Torres one week that didn't necessarily mean that Freddie Torres was responsible for allegedly damaging whatever property the claim was based off of; is that right?

A. That's correct.

Q. So it doesn't directly relate to the work that that settlement statement reflects payment for, right?

A. Exactly, that's correct.

Q. I apologize if I asked this already. Did you receive a W-2 from Minors Contracting LLC ever?

A. No.

Q. Did Minors Contracting file tax returns each year when it was under contract with HDL?

A. Yes.

Q. Who prepared those tax returns?

A. An accountant.

Q. Did you choose which accountant prepared the tax returns?

1 SAMORA MINORS

2 A. Yes.

3 Q. Was it always the same accountant  
4 each year?

5 A. Yes.

6 Q. Why did you select the accountant  
7 that prepared your taxes returns every year?

8 A. I found him in my neighborhood.

9 Q. Was that in your neighborhood in  
10 Brooklyn?

11 A. Yes.

12 Q. Did you also file personal tax  
13 returns during that time period every year?

14 A. Yes.

15 Q. Was it the same accountant that  
16 prepared the tax returns for you personally?

17 A. Yes.

18 Q. Did the company, did Minor  
19 Contracting maintain financial statements  
20 between 2013 and 2017 when it contracted with  
21 HDL?

22 A. Yes.

23 Q. Who prepared those financial  
24 statements?

25 A. My accountant.

1 SAMORA MINORS

2 Q. Do you still have copies of all of  
3 the financial statements?

4 A. When you say financial statements,  
5 you are talking about my tax returns?

6 Q. Your financial statements filed as  
7 part of your tax records, yes?

8 A. I can get them from my accountant.  
9 Some of the stuff I don't have. Some he  
10 keeps for me.

11 Q. I know you mentioned you handled  
12 bookkeeping for the business yourself. Did  
13 the company use a payroll company to issue  
14 paychecks?

15 A. No.

16 Q. Like to subcontractors?

17 A. No.

18 Q. Were you in charge of handling all  
19 of that?

20 A. Yes.

21 Q. Would you personally write the  
22 checks yourself?

23 A. Yes.

24 Q. Did Minors Contracting, I believe  
25 you mentioned it issued 1099s to

SAMORA MINORS

subcontractors; is that right?

A. Yes.

Q. It never issued W-2's?

A. No.

Q. How did you determine whether or not you would issue 1099 versus take on W-2 employees?

A. I looked at it purely as a financial, I couldn't afford an employee. I cannot afford an employee, they know this. If you are making \$400 a day in New York. If you pay somebody \$12 an hour, \$15 an hour, it costs 30 percent more on the back end. That is impossible okay. You get one day I made \$397, another day \$495. You cannot run a business off this money legitimate and all of the above, you can't do it. It's just impossible. You have the 1099 so you don't have the overhead or you shut down.

Q. How did you determine the amount that the company would pay drivers and helpers?

A. Based on my overhead, my insurance, based on -- it was based on my overhead. I

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

determine what was feasible and I would keep moving.

Q. I believe you mentioned you had written or stated in discovery responses the company paid \$130 a day for drivers; is that accurate?

A. Give or take, that was the average.

Q. And did you remember the lowest amount a company paid the driver?

A. For driver that was the lowest. For helper that would be the highest I would have paid for a helper. For a driver that would have probably been 120 would have been the lowest for a driver at that time.

Q. When you say that time, are you talking about the entire time period when you were contracting with HDL?

A. No. Due to inflation, no, I would say at the end of the contract with HDL I pay my drivers 150, 140. At least I would try. Otherwise I couldn't keep a driver.

Q. Sorry, I didn't mean to interrupt you there.

In your discovery we received

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Minors Contracting paid helpers \$110 per day in 2013. Is that accurate?

A. That's accurate, yes.

Q. What was the most the company paid helpers during the time period you contracted with HDL?

A. Depending on the experience the most would have been 130, yes, 130, 135.

Q. Did the amount the company paid drivers or helpers depend on the number of stops they completed in a particular day?

A. No. Once they went out that was their minimum. If they did extra I would pay extra. Once they went out that was their minimum.

Q. When you say "extra," what would be extra work? What would constitute extra work?

A. Something that's not on the paperwork. If we make a delivery for a washer and they wanted us to install and there was no install on the manifest so we didn't have to install we would install. Or a haul away an old refrigerator that wasn't

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

on the paperwork they would ask to us take it out, that would be an extra, things like that.

Q. Was Minors Contracting ever paid what are referred to as specials?

A. Yes, specials, yes, back then they call them specials.

Q. Was that what you were just describing?

A. Yes.

Q. When HDL and Minors Contracting were contracted for specials would you say you would pass along some of that amount to the drivers and helpers that actually did that work?

A. That's correct.

Q. Would you pass along the entire amount that HDL paid for the specials or a portion of the amount?

A. At that time I don't recall.

Q. Do you remember what HDL paid for specials?

A. It varied on a case-by-case basis.

Q. Were there times when certain



SAMORA MINORS

drivers or helpers were deemed to be -- when you determined them to be responsible for damage claim for merchandise claims?

A. I'm not sure I understand that.

Q. So if an in-home damage claim happened, I understand you are saying that you would often be charged when it shouldn't have been, but if a damage claim occurred when a particular driver was working, my question ultimately is whether you would deduct any of that amount from their pay for that particular day?

A. It depended.

Q. What would it depend on?

A. It would depend on what happened. It would depend if it was a manufacturer defect. It would depend if it was product defect, Sears problem or a contractor. The only time I would ever really penalize them for it if it was a physical install or they dropped it or they admitted to the claim where they didn't strap it or something along the lines where it was their negligence where something didn't happen. Bust for the most

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

part I didn't pass it on the claims because they were unfair to begin with.

Q. Were there ever times when guys would call you up and say Mr. Minors I messed up, I dropped the dryer and damaged it, there's a hole in the customers wall, you know, what have you, did that ever happen?

A. Yes.

Q. And so in those instances I presume your company would end up having to foot the bill for whatever damage was allegedly caused, right?

A. Every single time anything ever happened it came out of pocket.

Q. If a contractor, subcontractor admitted they did cause the damage to you in those specific instances, how would you handle, how it would impact their pay for that particular day?

A. It wouldn't effect the pay. I would just pay it out.

Q. I thought you said there were some circumstances where some of the pay would be deducted from the subcontractors pay for the

SAMORA MINORS

damage cost?

A. I mean this was rare. I mean, for example, I will give you one example, I had a guy he stole merchandise, Sears contacted me, they said we can do one of two things. HDL contacted me. Sorry. What was the question?

Q. I think you were providing an example of a time when --

A. Yes, yes. So, a driver helper stole a product and I was called and I was asked what happened. They put -- they opened the video, they showed me what happened. And I charged him for that product. I did not pay for that product. So something like that I know they stole it, I wouldn't pay for it. If I know that they -- if I knew they were negligent to the point it could have been avoided, I would not pay for it. But that was maybe five times in the total of these years it was probably five or six times that really happened.

Q. Is there any way you would be able to look back and determine when the portion of a damage claim was passed onto a driver or

SAMORA MINORS

helper?

A. No, I don't keep half the records. Anything I sent to these guys is what I have. For the most part I didn't really charge them. It was things like that if it was stolen or an install. Most of the time it was three or four instances the times I couldn't charge them because it would have went through insurance, how can I charge them when the insurance company was taking care of the claim?

Q. You would basically have to look back at an in-home claim damage report and ask you or the helper what happened here?

A. Yes, I would go off of that, but I pushed my hardest not to charge my drivers and helpers because I didn't think it was right.

Q. Understood. So I'm going introduce what has been pre-marked as Exhibit 22 in the binder. If I can go ahead and flip to that. I will represent for the record it's a nine-page document, Bates numbered HDL K000099 through 107. On the first page the

1 SAMORA MINORS

2 title reads Independent Contractor Agreement.  
3 Mr. Minors, have you seen this form contract  
4 before?

5 (Exhibit 22, Independent Contractor  
6 Agreement, marked for identification, as  
7 of this date.)

8 A. Yes.

9 Q. Do you recall Minors Contracting  
10 entering into a contract agreement with an  
11 Independent Contractor Agreement with HDL?

12 A. Yes.

13 Q. Do you recall how many of those the  
14 company entered into?

15 A. I believe two, but they would  
16 update their contracts on their own with or  
17 without you signing them. Maybe that was a  
18 clause in their contract.

19 Q. Do you recall when the two times  
20 you signed the contractor contracts were?

21 A. That I don't recall. I just know I  
22 did sign more than once. I signed a new  
23 contract.

24 Q. Did you read the contract before  
25 you signed it?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. Yes. I overlooked, I skimmed through. I mean I read it but things I didn't understand because it's so much legal jargon.

Q. So, I want to ask you just about one specific portion. After you flip to the second page Bates stamped ending 100. The first sentence of the paragraph number 6 where it says Expenses, do you see that?

A. Um-hum.

Q. It say, Contractor shall provide it's own vehicle and shall pay all costs attendant with it's operation and maintenance; is that correct?

A. Um-hum.

Q. And was it your understanding when you actually signed the contract that your company would be responsible for providing it's own vehicles?

A. Yes.

Q. Was it also your understanding that the time that the company was going to be responsible for payment of the vehicle expenses too?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. Yes.

Q. Were there any specific permits that you had to obtain in order to operate Minors Contracting?

A. No.

Q. Okay. Any specific licenses that Minors Contracting had to obtain?

A. No.

Q. What about for in order to perform the delivery services for XBO, did you have to obtain specific permits for that?

A. No.

Q. Did you have to obtain any specific operating authority?

A. No.

Q. And what about for Home Delivery America, I believe you mentioned that you had to have inter-state authority for that contract, right?

A. Yes, they wanted me to do inter-state filing. I didn't want to.

Q. Besides that -- sorry, are you off?

A. No.

Q. Besides that inter-state authority,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

did you have to obtain any other permits?

A. No.

Q. Okay. Did Minors Contracting LLC name appear on any of the company's trucks that it operated?

A. Yes.

Q. And was it on all of the trucks that it operated?

A. Legally it has to be once you owned a truck and you have a DOT, New York State you have to put your companies info on each side of the truck.

Q. Was that the same when you leased those two trucks through Mendon?

A. That's correct.

Q. Where on the truck is the name of your company placed?

A. It could be on the door or the side of the box.

Q. Was there any specific requirement for how large the lettering had to be?

A. Yes, there's a DOT code which is four, five inches and it has to be legible and et cetera.



1 SAMORA MINORS

2 Q. Where did you get the plaque cards  
3 with that information?

4 A. I got it from a store, a decal  
5 place.

6 Q. Did you just shop around for a good  
7 place to get them from?

8 A. Yes. HDL does give you stickers to  
9 put on the side of your trucks so you  
10 represent the trucks, but for the part of  
11 your companies info you had your companies  
12 info on the side of your truck.

13 Q. Did HDL, I believe you mentioned  
14 they had managers at the Rochester warehouse  
15 while you were working there?

16 A. That's correct.

17 Q. Who were the managers during the  
18 time that Minors Contracting was operating  
19 out of the Rochester warehouse?

20 A. The beginning was James Lockhard,  
21 Lockhorn or something like that. And then  
22 became Michael Rex was the assistant and then  
23 he became the manager.

24 Q. Those were the only two during that  
25 time period?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. That I can recall.

Q. What about in the Buffalo warehouse?

A. I don't know. I don't know them. I just went over there to do some work.

Q. Did you have any interaction with the managers at the Buffalo warehouse?

A. Not really. I wouldn't remember if I did. It was vague.

Q. What about the Syosset warehouse?

A. Andrew Wilson.

Q. Was that the only manager during the time you were operating out of there?

A. Yes, that I can recall.

Q. Did Inervel also have managers at the Rochester warehouse?

A. Yes, I really didn't know them. They would separate themselves. They would try to talk to HDL, talk to us and yes, I didn't really interact. I just remember one person Brian he was a Sears -- I don't know if he was Sears or Inervel because Inervel was owned by Sears. I wasn't sure who I was talking to when I talked to him. He was a

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

boss for Sears and a boss for Inervel.

Q. When you mentioned Sears earlier, do you know did you use Sears and Inervel interchangeably or would you be specific about Sears?

A. In what regard? Into specific about Sears in what regard?

Q. In terms of the people that you interacted with, did you know who worked for Sears technically versus who worked for Inervel or was it one in the same for you?

A. For me it was one in the same. When they wanted it it was separate. When it was their benefit everything was separate. When they didn't want to, when they needed to do something they did what they needed to do, they pushed HDL to the side when they did stand ups and when they had the claim they had total control. HDL pushed their rules and their orders. It was -- they had control.

Q. Did the HDL manager have an office in the warehouses, in each of the warehouses?

A. That's correct.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. That was in Rochester, Syosset and Buffalo?

A. I don't know anything about Buffalo.

Q. Do you know whether the representatives from Inervel also had offices, had the locations in Rochester and Syosset?

A. They did. Well, I can tell you this about Buffalo. They were one of the more advanced locations, so they had a very nice dock and they had offices for all of their guys as well. So HDL had their own office and Sears and Inervel had their own offices within the same building.

Q. Did you ever hold meetings with your guys, with your subcontractors while you were at the terminals?

A. No.

Q. Okay. You never used like any of the office space in order to speak with any of the subcontractors that worked with you?

A. I didn't use their office, but I would be in their building. If we had a

## SAMORA MINORS

1  
2 problem they did stand up so in the mornings  
3 they did stand up. We went over our scores,  
4 we went over scope of work and that changed  
5 every day. For example, we are not touching  
6 gas, I'm not licensed to touch gas in any  
7 place, I'm not a plumber. They tell you,  
8 especially in Long Island, can you just  
9 disconnect. I'm not touching it. Okay.  
10 Another instance in Rochester, well, it's a  
11 colony, so you can do gas or in Long Island  
12 it's a county, you can do gas. I'm not doing  
13 it. I don't do gas. I'm not licensed to do  
14 gas.

15 Q. On all of the days that you worked  
16 as a driver or a helper training someone to  
17 drive is it fair to assume you attended the  
18 stand up meetings?

19 A. Yes.

20 Q. And then conversely when you were  
21 not driving or working as a helper you didn't  
22 attend those stand up meetings?

23 A. No, I would still sometimes be  
24 there.

25 Q. Sometimes you would and sometimes

SAMORA MINORS

you wouldn't?

A. Correct.

Q. One additional question I know is never pleasant. Has Minors Contracting ever been sued before?

A. I've had an auto claim and they -- a lawsuit from the City, from the State of New York.

Q. The auto claim was that like from an accident that happened with one of the trucks?

A. An accident that was claimed to have happened with one of the trucks, so they had a video and they said that we had a delivery that day and that video was very blurry and it shows a truck down the block and they went around and asked who had deliveries, but there was a dump truck, a Fed Ex truck, a cargo truck, and how can you say it's that one truck. It was dismissed.

Q. Was that an insurance claim or did it end up in court?

A. It actually it ended up they were -- they contacted me to sue me. To what

## SAMORA MINORS

point it ended up in court, I'm not sure because my, my insurance people have -- my insurance covered the lawsuit. Even if they sued me directly, my insurance set up my lawyer.

Q. Okay.

A. They didn't sue me directly, my company directly, but my insurance took care of it.

Q. And the other case you mentioned this was brought by this State of New York?

A. Yes, they put a freeze on my account. I had to fight and I won.

Q. What was that for?

A. That was for some HUD filings and they had me, they had missed, they made errors, they made errors, they put \$7,000 in collections into my company's name. And then the bank put another \$7,000 because once you get a thing to pull money out the banks double down on it so it was negative 7,000, 14,000 in my account plus fees and for two months, three months I had to fight and explain what happened and send the proper

1 SAMORA MINORS

2 paperwork and it got reversed.

3 Q. Do you know in what county that was  
4 filed?

5 A. That was New York City.

6 Q. Kings County or New York County?

7 A. I believe it was Kings County.

8 Q. Okay. And when was that around?

9 A. Maybe 2017 it lasted I think  
10 between 2017, 2018.

11 Q. Then I think we are somewhat  
12 nearing the end. I probably, I'm guessing, I  
13 would still have another hour or so. Do you  
14 want to take a break for lunch now or power  
15 through? It's up to you guys.

16 THE WITNESS: We can take a little  
17 bit of charge. It's all right.

18 MR. WEBER: I think, I don't know.  
19 Mr. Minors, do you want to keep going or  
20 take a break?

21 THE WITNESS: I will keep going. I  
22 don't mind, but if you want to take a  
23 break, we can take a break.

24 MR. WEBER: How about a five-minute  
25 break.



1 SAMORA MINORS

2 MR. KRAMER: Sure. If it's all  
3 right with you let'S take ten minutes.

4 THE VIDEOGRAPHER: We are off the  
5 record now at 1:31 p.m.

6 (Whereupon, a short recess was  
7 taken.)

8 THE VIDEOGRAPHER: We are now going  
9 back on the record at approximately 1:55  
10 p.m. This is the beginning of media  
11 four.

12 Q. Mr. Minors, I'm reminding you again  
13 you are still under oath. I will introduce  
14 what is pre-marked Exhibit 27 in that tab  
15 binder.

16 (Exhibit 27, document, marked for  
17 identification, as of this date.)

18 Q. I will represent this is a document  
19 marked confidential, contains SMINOR 00478  
20 through 514. Have you seen these documents  
21 before?

22 A. Yes, that's correct.

23 Q. What are these?

24 A. These are my taxes.

25 Q. I want to direct your attention to

1 SAMORA MINORS

2 the first page of the document, the Schedule  
3 C for 2014 for your company Minors  
4 Contracting.

5 A. Yes.

6 Q. Line E lists a hundred dollars  
7 spent on advertising expense that year. Can  
8 you recall what that amount was based on?

9 A. Yes, that was Craig's List.

10 Q. Was that advertisement looking for  
11 drivers or helpers to contract with the  
12 company?

13 A. That's correct.

14 Q. Line 13. I'm sorry, line 11 lists  
15 \$207,560 in contracts labor. What does that  
16 amount pertain to?

17 A. Drivers and helpers and any  
18 contractor/laborer that I had.

19 Q. And would any portion of that  
20 amount pertain to amounts that the company  
21 paid you or draws that you took from the  
22 company?

23 A. No.

24 Q. Line 13 on the same page lists  
25 depreciation and amount of \$25,560. Do you

Page 155

1 SAMORA MINORS

2 know what property is being depreciated here?

3 A. My trucks.

4 Q. Okay. And approximately how many  
5 trucks were you operating back in 2014?

6 A. Four.

7 Q. Correct me if I'm wrong, I thought  
8 you were leasing trucks from Mendon during  
9 that time period; is that incorrect?

10 A. It could have been. It probably  
11 was around that time period. But, again, the  
12 minute I got rid of them they overlapped so  
13 if I had them I was in the process of buying.

14 Q. Okay. So this amount in  
15 depreciation pertains to the trucks you had  
16 purchased at the time, right?

17 A. That's correct.

18 Q. Line 20B in the same page lists  
19 expenses for other business property. What  
20 other business property besides vehicle and  
21 machinery and equipment that is accounted for  
22 in line 20A would that \$17,000 in -- \$17,217  
23 correspond to?

24 A. That would be other business  
25 transactions, anything that I -- anything

1 SAMORA MINORS

2 that has to be with the business, any  
3 property with the business, anything that I  
4 rented for the business. Anything that I  
5 used for the business. You know my those are  
6 my business transactions.

7 Q. So would that include things like  
8 tools and equipment that you had to purchase  
9 as part of running the business?

10 A. Correct.

11 Q. Did you separate what you included  
12 as equipment for like 20A versus the amount  
13 that is categorized as other business  
14 property for 20B?

15 A. That I would have to refer back to  
16 my records and dig deeper into that. I'm not  
17 sure the answer to that. I would have to go  
18 in. Off the top of my head I don't know. I  
19 don't know the answer.

20 Q. What about supplies, do you know  
21 what type of expenses that would pertain to?

22 A. Yes, that would be like  
23 miscellaneous things, extra straps,  
24 harnesses, gloves, paste, putty. Those are  
25 just little nicks and nacks I would keep

1 SAMORA MINORS

2 extra on the truck.

3 Q. Okay. And it lists \$22,485 in  
4 other expenses, do you know how that number  
5 was determined?

6 A. I would have to go back into my  
7 business filings and sit down with my  
8 accountant and go over that. That I don't  
9 know off the top of my head.

10 Q. Sitting here today would you be  
11 able to give other examples of another  
12 expense that you have listed there?

13 A. No, that I wouldn't know. I don't  
14 want to guess.

15 Q. If you turn to the following page  
16 Bates SMINORS 00479. Per five lists other  
17 expenses and below that it says see STM01  
18 typed in, do you see that?

19 A. Yes.

20 Q. And do you know what was on STM01?

21 A. No idea. I am not an accountant.  
22 I give my paperwork to my accountant and he  
23 does the accounting.

24 Q. Would you still have a copy of that  
25 other document that's referenced there STM01?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. No. No, I don't know what it is.

Q. Are the documents you produced the only tax records that you were able to find for these years?

A. That's correct.

Q. Okay. I want to ask you to turn to the following page SMINOR 00480 the C-4 for the company for 2015. If you look at line 9 where it lists car and truck expenses. That amount increased from it was \$83,109 in 2014 to \$104,306 in 2015. Do you have a sense of why there was approximately about I guess a \$21,000 increase in expenses for car and truck expenses that year?

A. Yes, I'm sure I had more break downs and I had to get them repaired.

Q. Okay. Were you operating more trucks in 2015 would that account for part of the increase?

A. I don't know the answer to that. I don't recall, but the increase it could be the same amount of trucks and just more damages to those same trucks that caused more money the same year over.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

Q. Line 17 of the same document indicates \$500 spent on legal and professional services. Do you recall what that was for?

A. I believe it was for my taxes.

Q. And line 24B lists \$3,542 in deductible, meals and entertainment, do you know what that number pertains to?

A. Yes, meals and entertainment.

Q. Okay. What kind of -- in what circumstances would you deduct meals from your companies tax filings?

A. When I would be either sitting down discussing company business or when I would take my guys out and pay for their food on the job.

Q. Okay. About how often would you estimate that you took the guys out for food while they were working?

A. For the year about 3500, so I would -- whenever it was maybe on a Friday, maybe a weekend, something, I would do is I did it a lot. It was something I did a lot that I just if I'm buying food for myself I would

SAMORA MINORS

buy breakfast in the morning for the guys or I buy, give some, some money during the day for food.

Q. Was that part for entertainment or was it all just for meals?

A. Meals.

Q. Okay. Line 25 lists utilities. Do you know what that pertains to, it's about \$1,280?

A. I don't recall. It was for something, but I don't recall.

Q. On the next page under part 5 for other expense it is, again, says STN01. I assume that's a document that you no longer have; is that right?

A. Yes, I don't know what the document is, so I'm unsure.

Q. Did you look for that document?

A. No, I wasn't aware of the document to look for it.

Q. Okay. Turning to the following page it's Bates number ending 482. And it says at the top it's the 2016 financial statements balance sheet. This lists



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

\$280,649 in assets as cash. Was that money in the Minors Contracting business account?

A. No.

Q. What does that pertain to?

A. That's money that I spent a year for total -- total assets. I'm not even sure. I'm not sure what that. I think that's total. I don't know financial statement balance is what I paid out to contractors, I believe. If I'm looking at it I'm not sure what that is. My accountant did these, so I don't know.

Q. Okay. It list \$231,564 in accounts payable, do you know what that would pertain to?

A. No, I'm unsure the financial aspects of this. I'm not privy to what it is. I just don't know.

Q. Okay. I assume -- I understand your accountant put together the tax returns, was that based on information and records that you provided the accountant?

A. For the most part, but sometimes he puts in and duplicates things and I don't

1 SAMORA MINORS

2 know why they are in one section or another.  
3 If they are in that section, he has a reason.  
4 I wasn't privy to the reason, it could just  
5 be a coding. I have no idea.

6 Q. I know this is a tedious process,  
7 but just bear with me. If you can turn to  
8 the next page. Bates numbered ending 483.  
9 Line number 25 lists partners capital  
10 accounts if applicable. And that's \$49,085.  
11 Did that pertain to your sisters capital in  
12 the company as a partner?

13 A. No. That's my capital.

14 Q. Okay. Is any portion of that your  
15 sister had invested into the company?

16 A. No.

17 Q. And so I think we discussed in 2016  
18 that was when your sister had purchased part  
19 of the company and it was your understanding  
20 that that is when the LLC technically turned  
21 into a partnership; is that right?

22 A. Yes.

23 Q. And so if you turn to the page  
24 Bates number ending 486. It's a couple  
25 ahead, form 1065 for 2016 for the company.

Page 163

1 SAMORA MINORS

2 A. That's correct.

3 Q. So line 13 here lists \$26,110 in  
4 rent. Do you know what your paying rent for  
5 that year?

6 A. Rentals, truck rentals.

7 Q. Okay. That's the truck rentals you  
8 said that you had facilitated by HDL through  
9 Penske and Ryder?

10 A. No, these were also my own rentals  
11 as well.

12 Q. Okay. Where else were you renting  
13 trucks from?

14 A. These are Penske and Enterprise,  
15 mostly Enterprise rentals.

16 Q. Were you also renting Enterprise  
17 trucks to perform services for the HDL  
18 account?

19 A. Yes, I would rent trucks for, yes,  
20 yes.

21 Q. Okay. I want to direct your  
22 attention to the top of the page for the  
23 address of the company. I believe the  
24 address was redacted for 2014 and 2015, the  
25 Schedule C we looked at before. This list

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

the, the Tampa, Florida address. Is that because you had moved to Tampa, Florida in 2016?

A. I believe so, yes. I couldn't file if I wasn't there.

Q. If you flip ahead a couple of pages to the page Bates numbered ending 488. Your personal address was also listed at that location, right?

A. Correct.

Q. Do you still have that address?

A. No.

Q. Was that an apartment you were renting at the time?

A. Correct.

Q. I want to flip ahead about three more pages to a document that's Bates number ending 491. I will represent, for the record, it's a 2016 form 1099 issued by Minors Contracting to Verhillio Rodriguez. Here the address was listed at what you said is your mom's address 4407 Avenue L in Brooklyn. Do you know why you choose to list the Brooklyn address here versus the Tampa

1 SAMORA MINORS

2 address in the form 1065?

3 A. That was my accountants error.  
4 That shouldn't have been made.

5 Q. Can you just take a moment to flip  
6 through the following eight pages up until  
7 the document that's Bates numbered 499.

8 A. Yes.

9 Q. Are those eight documents also Form  
10 1099 issued to individuals who worked as  
11 drivers or helpers in Minors Contracting in  
12 2016?

13 A. That's correct.

14 Q. Do you know if there was anyone  
15 besides these nine people who the company had  
16 issued 1099s for during that year?

17 A. No.

18 Q. It was just those nine people?

19 A. Correct.

20 Q. Did all of them perform services  
21 under the contract with HDL?

22 A. Yes.

23 Q. You mentioned you were operating  
24 some trucks down in Florida after you moved  
25 there in January, 2016, were any of them

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

working on the trucks that you were operating down in Florida during that time?

A. No.

Q. Do you know who was working on the trucks down in Florida during that time?

A. I can't recall the names, I don't know off the top of my head.

Q. Would you have an issued additional 1099's to those people?

A. If they worked, yes.

Q. I ask you to turn to the following page, the financial statements page for 2017 and that's Bates number SMINOR 00500. So this document lists \$280,649 in cash assets and 231,564 in accounts payable. Is that correct, did I say that right?

A. I'm looking at it, I'm assuming it's correct. I'm just not sure what is correct.

Q. I wanted to ask you because it's the same amounts listed in the balance sheet for 2016, right?

A. Okay.

Q. So, do you know why those same

SAMORA MINORS

exact amounts would be listed for 2016 and 2017?

A. Well, I do believe if you are looking at it it says end of year 2016. So I guess it's just a continuance, but I'm not an accountant, so I don't know.

Q. Let's flip forward a couple of more pages Bates ending 502 at the bottom. That says the financial statements income statement 2017 at the top. Line 11 there lists a thousand dollars for advertising. Do you recall what kind of advertising you paid for that year?

A. I did, I believe I printed out some stuff and bought some. It was, it was on one of them. I know it was one of those employee aps that I was trying -- employment aps I was trying to look for. I was trying to look for something different, I never did advertising. I tried to do something different in new advertising. I don't recall which ones, but I tried to do some type of different advertising.

Q. Was it advertising to find drivers

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

or helpers or to find additional business for the company?

A. To find business.

Q. Okay. I'm sorry, you said it was through like an ap service that would allow you to advertise?

A. Yes. I mostly, I printed out some fliers, I printed out a lot of fliers. It was some other stuff I was doing. I was trying to do moving on the side and this wasn't making -- it just wasn't adding up. So, I was thinking about getting out and doing other things.

Q. Okay. This was in 2017 toward the end of your contract period with HDL?

A. Pretty much around that time.

Q. Did you have any success finding work doing moving or anything else during that time period?

A. No.

Q. If you flip forward about three more pages to the document Bates numbered ending 504. At the top says U.S. Financials Other Expenses, do you see that page?



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. Yes.

Q. Directing your attention to the fourth line here below where it says description of other expense item. It said Homedeliverylink fees and third-P-A-R-Y, I assume that is he a typo for party, do you see that?

A. Yes.

Q. And the amount listed is \$30,672. Do you know what that pertains to?

A. That is, I believe that's all the claims that Homedeliverylink deducted from me to read and yes.

Q. So the third-parties that are referenced there, do you know is that referring to the, I guess, the third-party that the damage or merchandise claim pertains to?

A. Well, I put it that way because in my mind HDL charges me for whatever claim. They don't give me a receipt of who they pay. The receipt is them taking money out from me.

Q. Okay. I understood.

A. So how do I know where the money

1 SAMORA MINORS

2 is?

3 Q. So you just know it goes to a  
4 third-party, but you don't know who or how  
5 much, is that what you are saying?

6 A. Pretty much. There only proof is  
7 that they took the money from me.

8 Q. And the following line says 21  
9 drivers, contractors fees paid in the amount  
10 is \$112,402. Do you know what the 21 drivers  
11 contractors refers to?

12 A. That would be the amount of people  
13 that I contracted or used through the year.

14 Q. Below that lists fuel  
15 reimbursement. I believe it's fueled,  
16 F-U-E-L-D reimbursement paid to contractors  
17 and it's \$25,600. So did Minors Contracting  
18 reimburse drivers for the amounts that they  
19 paid for fuel?

20 A. That's correct.

21 Q. Did the company pay them or  
22 reimburse them out of the companies business  
23 account?

24 A. That is correct.

25 Q. Did you ever give drivers or

Page 171

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

helpers a credit card or debit card to put fuel on?

A. Once, yes.

Q. How come it was just once as opposed to a regular thing?

A. I don't trust people.

Q. Was there an instance where people were putting other things besides fuel on the card?

A. No, I, I just don't trust people. People are not trustworthy. I don't give them a chance.

Q. Below that is a line for storage the amount is \$1,500. Do you remember where you were keeping storage during this year in 2017?

A. 2017 that was in Long Island. That's when -- that was in Long Island in 2017 storage.

Q. And what kind of items would the company keep in storage there?

A. That was my truck.

Q. It was one of the trucks was kept in storage?

1 SAMORA MINORS

2 A. Yes.

3 Q. I think you mentioned after you had  
4 contracted with XBO and you bought some  
5 additional equipment to service that account  
6 you ended up putting some of the additional  
7 equipment in storage, would that have been  
8 kept somewhere else?

9 A. No, the storage I would use to have  
10 the box truck. If I have box truck, anything  
11 in the truck would be storage, wherever I put  
12 it, that would be my storage.

13 Q. Even if you had to use the box  
14 truck to perform deliveries?

15 A. No, if it was stored I would put  
16 the box truck as storage. The box truck is  
17 being stored somewhere. I paid them and I  
18 put the stuff inside the truck.

19 Q. That was a truck that you weren't  
20 utilizing to perform deliveries at the time  
21 you had to keep in storage?

22 A. Correct. I put it in a garage,  
23 basically it's called garage insurance. I  
24 don't take it off my insurance. I put it in  
25 the garage and I save on insurance, but I

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

don't have to pay the insurance lapse or  
cancel insurance.

Q. I want to ask you to turn to the  
following page, page 505. It states at the  
top it's a Form 1065 for 2017 for Minors  
Contracting. So it's the last year you were  
contracting with HDL. So here there's a West  
Palm Beach address listed for the company,  
right?

A. Yes.

Q. What was located at that address?

A. That was me at the time I moved  
down to West Palm.

Q. Okay. And so that was your  
residential address?

A. I'm sorry, the business, not me,  
the business.

Q. So was it in an office located  
there?

A. But it was more so like an office,  
it was a home office of a family friend.

Q. What type of structure was  
physically located there, was it an office  
building or was it a house, what was there?

1 SAMORA MINORS

2 A. A home.

3 Q. Who lives there?

4 A. Bill Kirby, he owns the house.

5 Q. So, why did you list that as your  
6 business address?

7 A. I was going to be going down. I  
8 was going to be relocating there and things  
9 just didn't plan out that way.

10 Q. Did you ever move down there or you  
11 were always staying in Tampa?

12 A. No, I stayed in Tampa.

13 Q. I will ask you to please flip ahead  
14 two pages to Bates number ending 507. Here  
15 your personal address listed at the end of  
16 that form 1065 is the same one in Tampa,  
17 Florida, correct?

18 A. Correct.

19 Q. You were still living down in Tampa  
20 at the time you completed this?

21 A. Correct.

22 Q. I'm going to ask you to flip ahead  
23 all the way to the second to last page of the  
24 whole binder. It's a document Bates ending  
25 514?

1 SAMORA MINORS

2 MR. WEBER: What exhibit number?

3 MR. KRAMER: This is still Exhibit  
4 27, yes.

5 A. I see it.

6 Q. This is the 1099 HDL issued to  
7 Minors Contracting for 2017, correct?

8 A. Correct.

9 Q. And the total amount of  
10 compensation listed in box 7 is \$375,296.79,  
11 right?

12 A. Correct.

13 Q. And so if I told you that the total  
14 settlement that the company received from HDL  
15 out of the New York locations was \$168,000,  
16 around there, do you know what would explain  
17 the difference between those two amounts?

18 A. I'm not sure of the question.

19 Q. So, I'm not going to ask you to do  
20 this, if I told you that we added up all of  
21 the amounts paid to Minors Contracting for  
22 2017 based on the work performed out of the  
23 Syosset location that amount was \$168,594,  
24 the 1099 from HDL reflects that HDL paid the  
25 company a total of \$375,000 that year.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. Okay.

Q. So, do you know what accounts for that almost or around \$200,000 difference?

A. I did some work in Florida, like I said, and I also had -- I'm not sure if I had routes in Rochester.

Q. And do you know whether HDL had other warehouses or terminals located in Florida at that time?

A. I know of the one I worked at. I don't know about the others.

Q. What was the one you were working at in Florida?

A. It was in Lakeland.

Q. Lakeland?

A. Lakeland, Florida.

Q. Did you have to have inter-state operating in Florida in order to operate down there?

A. Not in order to operate down there. But in order to operate in New York, yes.

Q. Just not in Florida?

A. Correct.

Q. I will introduce what is pre-marked



1 SAMORA MINORS

2 Exhibit 13. I know we are bouncing around a  
3 lot. So, it's the document under tab 13 in  
4 the binder.

5 (Exhibit 13, promissory note,  
6 marked for identification, as of this  
7 date.)

8 Q. The Bates number on that is  
9 extremely small SMINOR 000101. And at the  
10 top it says Homedeliverylink promissory note.  
11 Do you see that?

12 A. This is for 13?

13 Q. Exhibit 13, yes. It's right after  
14 the tab that's numbered 13.

15 A. Yes, I see it.

16 Q. Is that your signature at the  
17 bottom?

18 A. Yes, it is.

19 Q. And it's dated it looks like  
20 January 5th of 2017?

21 A. Yes, it is.

22 Q. And what was this promissory note  
23 for?

24 A. I probably needed the money to do  
25 something. I don't know what it was for. If

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

I asked for the money I was in debt and I needed to get out.

Q. Do you know if it was related to expenses that your business had at the time?

A. I'm sure it was.

Q. And I take it you deposited that amount into the company business account?

A. Correct.

Q. Okay. So is it fair to say it was that amount was for the benefit of the business and not just yourself or any particular worker, right?

A. Correct.

Q. And so after this loan was given would installments just be deducted from your settlement statements?

A. Correct.

Q. Okay. And it looks like it was in eight equal installments of \$863.52, right?

A. That's correct.

Q. Do you know whether those deductions appeared on settlement statements where you were the driver or someone else was the driver?

1 SAMORA MINORS

2 A. I don't know.

3 Q. Okay. Was there any particular  
4 reason why that amount would appear in a  
5 settlement statements where one person was a  
6 driver versus another?

7 A. That's HDL internals. I don't  
8 know.

9 Q. I would like to introduce what is  
10 pre-marked Exhibit 17.

11 (Exhibit 17, delivery settlement  
12 statement, marked for identification, as  
13 of this date.)

14 Q. If you flip ahead to Exhibit 17.  
15 This is Bates SMINOR 00310. I will  
16 represent, for the record, it's a delivery  
17 settlement statement January 3rd of 2015.  
18 Was this one of the documents you provided in  
19 response to some of the discovery requests,  
20 Mr. Minors?

21 A. Yes.

22 Q. Do you see the handwriting at the  
23 bottom of the page?

24 A. Yes.

25 Q. Is that your handwriting?

Page 180

1 SAMORA MINORS

2 A. Yes.

3 Q. What does that handwriting pertain  
4 to? What does it reflect?

5 A. I don't recall. It looks like it's  
6 adding things up. I just don't remember what  
7 I was adding up. That could have been me  
8 adding up that day and it could have been me  
9 adding up something from before and minusing  
10 something. It looks like I was just  
11 scribbling.

12 Q. So you don't know whether or not  
13 those numbers that are listed and the names  
14 listed pertain to the work that's reflected  
15 on that particular settlement statement?

16 A. It could be but, again, I'm not  
17 100 percent sure, so I can't really give you  
18 an answer on that.

19 Q. Do you know would there be any  
20 reason why there would be four person's names  
21 associated with one delivery settlement  
22 statement?

23 A. No, could have been writing on  
24 something for something else. No idea. This  
25 is just, no, I don't have any info on that.

1 SAMORA MINORS

2 Q. I'm going to introduce what is  
3 pre-marked Exhibit 10. This is Bates  
4 numbered SMINOR 000033 to 34.

5 (Exhibit 10, e-mails, marked for  
6 identification, as of this date.)

7 Q. It appears to be an e-mail chain  
8 between you and Mike Rex from June of 2015;  
9 is that right?

10 A. What exhibit?

11 Q. Exhibit 10.

12 A. Yes.

13 Q. You mentioned before Mike Rex was  
14 the manager for the Rochester warehouse; is  
15 that right?

16 A. Yes.

17 Q. Or the HDL manager?

18 A. Yes.

19 Q. And it is, is the technical title  
20 for him account executive; is that  
21 understanding?

22 A. Yes.

23 Q. It's relatively short. I want to  
24 give you a moment to read through the e-mail  
25 before I ask any questions about it. So,

Page 182

1 SAMORA MINORS

2 take a moment and let me know once you had a  
3 chance to do that.

4 A. I'm finished.

5 Q. Also on the following page.

6 A. Okay.

7 Q. On the second page you are looking  
8 at right now there's an e-mail dated from  
9 June 11, 2015 saying: Hey Rex, I'm sorry I  
10 haven't gotten in contact with you. I'm out  
11 of the country. You can contact me through  
12 e-mail. Do you happen to recall which  
13 country you were in at the time?

14 A. No.

15 Q. Do you remember going out of the  
16 country in the summer of 2015?

17 A. Yes, that's my birthday, that's the  
18 day before my birthday.

19 Q. And you just, you can't recall  
20 where you went?

21 A. No. I travel a lot. It could have  
22 been it was somewhere, it could have been a  
23 Caribbean Island or Europe. I'm not sure.

24 Q. Would you typically let Mike Rex  
25 know before you left the county or not

Page 183

SAMORA MINORS

necessarily?

A. Yes, I think I would have let him know.

Q. Do you remember how long you were out of the country for that trip?

A. Three or four days. Three days, I think.

Q. And when you were out of the country who would help run the day-to-day operations during that time?

A. I'm still running the day-to-day operations. The only thing if I'm not on the truck helper or driver, there's a driver on the truck driving.

Q. So, we discussed there came a time November of 2017 that you terminated the contract with HDL, right?

A. Yes.

Q. Can you describe the circumstances surrounding that?

A. I was very tired of HDL's dealings and I just, I was over it, I was just done.

Q. And did you just provide, did you provide notice of any sort? How did you --

1 SAMORA MINORS

2 how did you actually terminate the contract?

3 A. Through the contract stipulation  
4 30-days notice, e-mail and yes, 30-day  
5 notice.

6 Q. Did you recall how many trucks you  
7 were operating at the time that you  
8 terminated the contract?

9 A. No, no, I don't.

10 Q. Okay. Do you know whether, do you  
11 have an approximation of how many trucks it  
12 was?

13 A. No. Maybe three, two.

14 Q. Do you know whether you owned or  
15 were leasing those trucks?

16 A. I own them.

17 Q. And what did you do after you  
18 terminated the contract with HDL?

19 A. I sold the trucks.

20 Q. What have you been doing for work  
21 since then?

22 A. Since then I was odd jobs here and  
23 there. And then I started working again  
24 doing deliveries.

25 Q. How long -- for how long of a



1 SAMORA MINORS

2 period of time were you doing odd jobs here  
3 and there?

4 A. Six, six, seven months maybe.

5 Q. What kinds of odd jobs?

6 A. A little bit of construction,  
7 building sheds, clean-outs, Sheetrocking,  
8 things like that.

9 Q. And then when did you get back into  
10 the transportation industry?

11 A. I would say maybe the second  
12 quarter of 2018 maybe, mid 2018.

13 Q. Has that been through the same  
14 business Minors Contracting?

15 A. Yes.

16 Q. And are you -- when you got back  
17 into the industry what was -- what kind of  
18 services was Minors Contracting providing?

19 A. Delivery.

20 Q. Was it also final mile deliveries?

21 A. Not at first. At first it was with  
22 doing freight, just local freight dispatch  
23 dock to dock.

24 Q. Did the company contract with other  
25 motor carriers or how did you -- what, what

1 SAMORA MINORS

2 freight were you hauling?

3 A. This was direct. This was direct  
4 with a company that had their freight. This  
5 was whatever they hauled except for hazardous  
6 materials. If they needed me to move some  
7 rubber from one location to another location  
8 within the state that's what I would do. And  
9 then I -- then I contracted with another  
10 company doing home delivery.

11 Q. And what is the name of the other  
12 company that you contracted with?

13 A. FGO Delivery.

14 Q. And have you been contracting with  
15 them since?

16 A. Yes.

17 Q. Where are you -- where do you  
18 perform deliveries now? Where does the  
19 company perform deliveries?

20 A. New York.

21 Q. Okay. You have been operating a  
22 truck in Florida since 2019 as well?

23 A. No.

24 Q. So you have no trucks you have been  
25 operating in Florida since 2019?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SAMORA MINORS

A. No, that's not correct. I have not been operating trucks in Florida since end of 2017.

Q. Are any of your trucks registered with Florida license plates?

A. No.

Q. How many trucks did you say the company is currently operating?

A. I didn't.

Q. Okay. How many trucks is the company currently operating?

A. Three.

Q. How many drivers or helpers do you have available now to provide services as contractors?

A. Five, sometimes six.

Q. Has that fluctuated at all since you terminated the contract with HDL?

A. Yes. This is a fluctuating industry.

Q. Can you approximate what the companies revenue was in 2018?

A. Around three to four hundred thousand in revenue.

1 SAMORA MINORS

2 Q. What about in 2019 and 2020?

3 A. I'm sorry, you said what years?

4 Q. Before I asked 2018?

5 A. No, 2018 was -- 2018 was 120,000 or  
6 under 120,000. I'm sorry, it was very low in  
7 2018.

8 Q. Okay. What about 2019 and 2020?

9 A. 2019 was around 400,000. And the  
10 same in 2020.

11 Q. I think we are just about done, if  
12 I can have five minutes to review my notes I  
13 would appreciate that.

14 MR. KRAMER: Is that all right,  
15 Ben?

16 MR. WEBER: Sure.

17 THE VIDEOGRAPHER: Off the record  
18 now at 2:41 p.m.

19 (Whereupon, a short recess was  
20 taken.)

21 THE VIDEOGRAPHER: This is the  
22 beginning of media 5, we are going back  
23 on the record at 2:51 p.m.

24 MR. KRAMER: Mr. Minors, I don't  
25 have any other questions for you. Thank

1 SAMORA MINORS

2 you for your time and patience.

3 THE WITNESS: Thank you.

4 MR. WEBER: Okay. Nothing from us

5 THE VIDEOGRAPHER: We are off the  
6 record at 2:52 p.m.

7 (Time noted: 2:52 p.m.)

8  
9 \_\_\_\_\_  
10 SAMORA MINORS

11  
12 Subscribed and sworn to before me  
13 this \_\_\_ day of \_\_\_\_\_, 2021.

14  
15 \_\_\_\_\_  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 SAMORA MINORS

2 C E R T I F I C A T E

3 STATE OF NEW YORK )

4 : ss.

5 COUNTY OF KINGS )

6  
7 I, DIANE BUCHANAN, a Notary Public  
8 within and for the State of New York, do  
9 hereby certify:

10 That SAMORA MINORS, the witness  
11 whose deposition is hereinbefore set  
12 forth, was duly sworn by me and that  
13 such deposition is a true record of the  
14 testimony given by the witness.

15 I further certify that I am not  
16 related to any of the parties to this  
17 action by blood or marriage, and that I  
18 am in no way interested in the outcome  
19 of this matter.

20 IN WITNESS WHEREOF, I have hereunto  
21 set my hand this 4th day of May,  
22 2021.

23 

24 DIANE BUCHANAN  
25

## SAMORA MINORS

## ----- I N D E X -----

WITNESS	EXAMINATION BY	PAGE
SAMORA MINORS	MR. KRAMER	3

## ----- INFORMATION REQUESTS -----

DIRECTIONS: None

RULINGS: None

TO BE FURNISHED: None

REQUESTS: None

MOTIONS: None

## ----- EXHIBITS -----

FOR ID.

Exhibit 1	Profile	35
Exhibit 3	16-page document	122
Exhibit 10	e-mails	182
Exhibit 13	Promissory note	178
Exhibit 16	Discovery Responses	90
Exhibit 17	Statement	180
Exhibit 22	Agreement	142
Exhibit 27	Document	154

Kloppel, Mike, Et Al. v. Homedeliverylink, Inc.

Samora Minors (#4523609)

E R R A T A S H E E T

PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

REASON\_\_\_\_\_

PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

REASON\_\_\_\_\_

PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

REASON\_\_\_\_\_

PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

REASON\_\_\_\_\_

PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

REASON\_\_\_\_\_

PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

REASON\_\_\_\_\_

Samora Minors

Date



1 Kloppe1, Mike, Et Al. v. Homedeliverylink, Inc.

2 Samora Minors (#4523609)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Samora Minors, do hereby declare that I  
5 have read the foregoing transcript, I have made any  
6 corrections, additions, or changes I deemed necessary as  
7 noted above to be appended hereto, and that the same is  
8 a true, correct and complete transcript of the testimony  
9 given by me.

10  
11 \_\_\_\_\_  
12 Samora Minors

\_\_\_\_\_ Date

13 \*If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

16  
17  
18 \_\_\_\_\_  
19 NOTARY PUBLIC

[&amp; - 2016]

<b>&amp;</b>	<b>1099's</b> 167:10	<b>150</b> 135:21	<b>2010</b> 25:7
<b>&amp;</b> 2:3,8 3:17	<b>1099s</b> 133:25	<b>154</b> 192:23	<b>2011</b> 17:22,23 21:8
<b>0</b>	166:16	<b>15th</b> 91:16	21:13 23:19,21
<b>000033</b> 182:4	<b>10:05</b> 1:12	<b>16</b> 1:11 4:4 89:23	24:2,4 43:24 61:7
<b>000101</b> 178:9	<b>10:06</b> 4:3	89:24 90:6 122:13	117:9
<b>000244</b> 90:9	<b>11</b> 20:14 126:14	122:17 192:17,20	<b>2012</b> 49:10,11
<b>00120</b> 122:16	155:14 168:11	<b>1655</b> 14:3 26:25	69:25 117:9
<b>00121</b> 124:12	183:9	108:11	<b>2013</b> 14:22 15:3
<b>00259</b> 91:5	<b>11,000</b> 116:6	<b>168,000</b> 176:15	16:2 23:21 24:4
<b>00310</b> 180:15	<b>110</b> 136:2	<b>168,594</b> 176:23	33:16,16 42:21,22
<b>00478</b> 154:19	<b>112,402</b> 171:10	<b>17</b> 12:4 160:2	47:19 49:13 51:3
<b>00479</b> 158:16	<b>11210</b> 14:4	180:10,11,14	53:17 59:11 61:8
<b>00480</b> 159:8	<b>11221</b> 14:4	192:21	61:14 69:25 83:18
<b>00500</b> 167:14	<b>11234</b> 14:6	<b>17,000</b> 156:22	83:25 94:15 95:3
<b>02114</b> 2:5	<b>11757</b> 13:17 24:18	<b>17,217</b> 156:22	97:19 132:20
<b>06296</b> 1:6 4:12	<b>11:42</b> 71:4	<b>178</b> 192:19	136:3
<b>09</b> 24:2	<b>11th</b> 124:20	<b>18</b> 12:4 125:15	<b>2014</b> 19:16 40:20
<b>1</b>	125:11 126:6	<b>180</b> 192:21	42:21,22 51:11
<b>1</b> 3:17 4:5 35:18	<b>12</b> 6:21 41:3 81:17	<b>182</b> 192:18	52:3 60:5,6 71:9
35:19 192:16	104:4 134:13	<b>18th</b> 124:21 126:7	72:22 84:5,5
<b>1,280</b> 161:10	<b>120</b> 135:14	<b>1959</b> 24:20	97:19 99:9 103:5
<b>1,500</b> 172:15	<b>120,000</b> 189:5,6	<b>1988</b> 13:14	108:22 120:7
<b>10</b> 13:14 182:3,5	<b>121</b> 125:10	<b>1999</b> 66:22 120:16	124:21 125:11,15
182:11 192:18	<b>122</b> 129:3,13	120:17	126:15 155:3
<b>10-11</b> 123:21	192:17	<b>1:31</b> 154:5	156:5 159:11
<b>10/11</b> 124:2,5	<b>123</b> 125:10	<b>2</b>	164:24
<b>10/11/2014</b> 129:17	<b>1267</b> 124:12	<b>2</b> 29:8 39:13 71:3	<b>2015</b> 15:11 111:8
<b>10/18</b> 124:3	<b>12:22</b> 102:10	131:15 134:7	111:16,22 159:9
<b>10/18/14</b> 123:22	<b>12:27</b> 102:16	<b>2's</b> 134:4	159:12,19 164:24
124:5	<b>13</b> 14:10,14 155:14	<b>20</b> 19:14 49:10	180:17 182:8
<b>100</b> 2:4 143:8	155:24 164:3	61:13 117:6	183:9,16
181:17	178:2,3,5,12,13,14	194:15	<b>2016</b> 15:21 19:18
<b>104,306</b> 159:12	192:19	<b>200,000</b> 177:4	25:16,17 26:5
<b>1065</b> 163:25 166:2	<b>130</b> 135:6 136:9,9	<b>2000</b> 66:23 120:15	27:25,25 30:8
174:6 175:16	<b>135</b> 136:9	<b>2002</b> 120:15	31:5 52:8 53:18
<b>107</b> 141:25	<b>14</b> 14:10,14	<b>2007</b> 16:23	54:20,24 58:3
<b>1099</b> 33:13 39:16	<b>14,000</b> 152:23	<b>2009</b> 20:14 21:4,11	91:16 105:4,8,9,10
41:5,7,17,18 134:7	<b>140</b> 135:21	21:12,19 28:18	105:16 107:14
134:19 165:20	<b>142</b> 192:22	29:24 38:13 43:24	110:19 113:6
166:10 176:6,24	<b>15</b> 6:21 120:8	<b>201</b> 15:15	161:24 163:17,25
	134:13		165:4,20 166:12

**[2016 - accountant]**

166:25 167:23 168:2,5 <b>2017</b> 31:21 32:14 33:17 34:19 40:21 54:18,19,24,25 58:4 83:18,25 94:15 105:18 132:20 153:9,10 167:13 168:3,11 169:15 172:17,18 172:20 174:6 176:7,22 178:20 184:17 188:4 <b>2018</b> 15:11 26:7,14 29:11 34:19 153:10 186:12,12 188:23 189:4,5,5,7 <b>2019</b> 27:8 34:22 187:22,25 189:2,8 189:9 <b>2020</b> 189:2,8,10 <b>2021</b> 1:11 4:4 190:13 191:22 <b>207,560</b> 155:15 <b>20a</b> 156:22 157:12 <b>20b</b> 156:18 157:14 <b>21</b> 37:7 171:8,10 <b>21,000</b> 159:14 <b>22</b> 141:21 142:5 192:22 <b>22,000</b> 115:23 116:5 <b>22,485</b> 158:3 <b>23</b> 91:4 119:2,6 <b>2300</b> 117:24 <b>231,564</b> 162:14 167:16 <b>24</b> 66:19 117:6,7 117:14 <b>24b</b> 160:7	<b>25</b> 161:8 163:9 <b>25,560</b> 155:25 <b>25,600</b> 171:17 <b>26,110</b> 164:3 <b>263</b> 90:9 <b>27</b> 154:14,16 176:4 192:23 <b>280,649</b> 162:2 167:15 <b>2:41</b> 189:18 <b>2:51</b> 189:23 <b>2:52</b> 190:6,7 <b>3</b> <b>3</b> 102:14 122:11,17 122:20,21 129:6 192:5,17 <b>3,542</b> 160:7 <b>30</b> 2:9 3:16 54:23 55:3 134:14 185:4 185:4 <b>30,000</b> 116:5 <b>30,672</b> 170:10 <b>300,000</b> 115:23 <b>33610</b> 15:15 <b>34</b> 182:4 <b>35</b> 192:16 <b>3500</b> 160:21 <b>375,000</b> 176:25 <b>375,296.79</b> 176:10 <b>397</b> 134:16 <b>3pd</b> 47:15 48:7 <b>3rd</b> 180:17 <b>4</b> <b>4</b> 117:25 159:8 <b>400</b> 134:12 <b>400,000</b> 189:9 <b>41</b> 90:18 91:4 <b>421</b> 13:16 24:17 <b>4264</b> 15:14	<b>4407</b> 14:5 108:12 165:23 <b>4523609</b> 193:2 194:2 <b>4700</b> 66:23 <b>482</b> 161:23 <b>483</b> 163:8 <b>486</b> 163:24 <b>488</b> 165:8 <b>49,085</b> 163:10 <b>491</b> 165:19 <b>495</b> 134:16 <b>499</b> 166:7 <b>4th</b> 191:21 <b>5</b> <b>5</b> 100:14 117:25 129:2,5,6,8 161:13 189:22 <b>5,000</b> 28:9 <b>500</b> 117:25 160:3 <b>502</b> 168:9 <b>504</b> 169:24 <b>505</b> 174:5 <b>507</b> 175:14 <b>514</b> 154:20 175:25 <b>5502</b> 191:23 <b>5th</b> 178:20 <b>6</b> <b>6</b> 143:9 <b>6,000</b> 114:17 <b>600</b> 117:25 <b>60603</b> 2:9 <b>6:17</b> 1:6 4:12 <b>7</b> <b>7</b> 176:10 <b>7,000</b> 152:18,20,22 <b>7,207.31</b> 124:8 <b>700</b> 114:19	<b>8</b> <b>8</b> 90:18 <b>83,109</b> 159:11 <b>863.52</b> 179:20 <b>9</b> <b>9</b> 159:9 <b>90</b> 192:20 <b>98</b> 66:24 <b>99</b> 103:23 <b>a</b> <b>a.m.</b> 1:12 4:3 70:23 71:4 <b>abbasega</b> 81:5 126:16,25 129:14 <b>ability</b> 10:17 <b>able</b> 7:8,20 10:11 45:15,17 56:19 65:17 78:20,21 86:2 100:15 140:23 158:11 159:4 <b>access</b> 34:16 <b>accessories</b> 56:8 <b>accident</b> 151:11 151:13 <b>account</b> 36:2 79:11 80:9,19 81:7 86:9,21 87:5 87:14 89:3 94:8 96:22,24 97:3,4 99:25 113:15,20 114:3 116:9 123:18 125:4 152:14,23 159:19 162:3 164:18 171:23 173:5 179:8 182:20 <b>accountant</b> 22:3 30:6,16 131:23,24 132:3,6,15,25
---	---	---	---

**[accountant - approximate]**

133:8 158:8,21,22 162:12,21,23 168:7 <b>accountants</b> 30:16 166:3 <b>accounted</b> 156:21 <b>accounting</b> 158:23 <b>accounts</b> 97:2 162:14 163:10 167:16 177:3 <b>accurate</b> 10:25 11:2 21:10 25:18 34:20 37:4,6,8 52:5 65:6 67:23 81:5,13 95:4,9 107:18 116:19,20 127:16 135:7 136:3,4 <b>acknowledgement</b> 194:3 <b>acquire</b> 28:7 61:18 <b>acquiring</b> 28:2 <b>action</b> 19:2 191:17 <b>active</b> 27:3,6 38:4 38:6,7 <b>activities</b> 109:17 109:19 <b>actual</b> 98:13 <b>ad</b> 43:8 <b>add</b> 55:17 127:9 <b>added</b> 62:14,17 71:10 176:20 <b>adding</b> 59:11 60:4 71:12,18 169:12 181:6,7,8,9 <b>addition</b> 97:20 <b>additional</b> 17:23 18:6 37:23 64:19 65:5,7,10,10 71:12 71:18,20 86:3,4,8 151:4 167:9 169:2	173:5,6 <b>additions</b> 194:6 <b>address</b> 13:19,25 14:4,7,8,11,13,16 15:12,17 24:15,19 24:25 25:4,6 26:2 26:23,25,25 48:11 164:23,24 165:2,9 165:12,22,23,25 166:2 174:9,12,16 175:6,15 <b>addresses</b> 15:16 <b>adhere</b> 70:8 <b>administer</b> 3:11 <b>admitted</b> 138:22 139:17 <b>ads</b> 43:4 47:25 48:3 <b>advanced</b> 149:12 <b>advertise</b> 169:7 <b>advertisement</b> 155:10 <b>advertisements</b> 43:11 <b>advertising</b> 155:7 168:12,13,20,22 168:24,25 <b>advice</b> 30:17 <b>advise</b> 23:14 <b>advised</b> 21:22,25 23:11 <b>afford</b> 63:10 118:21 134:10,11 <b>affordable</b> 63:15 <b>age</b> 46:21 <b>ago</b> 6:21 21:15 22:23 23:4 24:21 24:23 41:2 105:11 114:5 127:18 <b>agreed</b> 3:5,21	<b>agreement</b> 44:11 67:13 68:4 69:5 82:23 84:16 85:19 89:21 90:9 91:4 97:11,15 142:2,6 142:10,11 192:22 <b>ah</b> 8:11 <b>ahead</b> 7:16,19 9:13,17 62:25,25 71:5 94:6 95:7 115:13 141:22 163:25 165:7,17 175:13,22 180:14 <b>al</b> 1:3 4:8 193:1 194:1 <b>alan</b> 82:19 <b>alcohol</b> 10:15 <b>alex</b> 82:19 <b>allegedly</b> 131:7 139:12 <b>allow</b> 169:6 <b>allowed</b> 112:6,19 <b>alvers</b> 81:3 <b>amazon</b> 60:16 <b>america</b> 94:18 95:11,21,22 97:12 113:22,25 144:18 <b>amount</b> 53:3 56:18 115:7 121:10 124:7 127:6,9 130:4 134:21 135:10 136:10 137:14,19 137:20 138:12 155:8,16,20,25 156:14 157:12 159:11,23 170:10 171:9,12 172:15 176:9,23 179:8,11 180:4	<b>amounts</b> 128:10 155:20 167:22 168:2 171:18 176:17,21 <b>andrew</b> 100:22 147:12 <b>andrews</b> 81:4,25 126:24 <b>annual</b> 31:17,21 33:17 <b>answer</b> 7:16,19 8:2,7,8 9:17 53:19 53:22 115:13 157:17,19 159:21 181:18 <b>answering</b> 79:24 <b>answers</b> 61:2 84:11 <b>antagonistic</b> 8:16 <b>anybody</b> 38:23 <b>ap</b> 169:6 <b>apartment</b> 118:5 165:14 <b>apologize</b> 94:24 131:14 <b>appear</b> 57:14 75:6 128:22 145:5 180:4 <b>appeared</b> 179:23 <b>appearing</b> 36:4 91:8 <b>appears</b> 90:8 91:15 123:4 130:15 182:7 <b>appended</b> 194:7 <b>applicable</b> 163:10 <b>applied</b> 130:4 <b>appreciate</b> 189:13 <b>approximate</b> 188:22
---	--	--	---

**[approximately - benefit]**

<b>approximately</b> 4:3 12:2,4 14:10 19:13 21:7,8 70:22 71:4 102:16 105:7,16 154:9 156:4 159:13 <b>approximation</b> 185:11 <b>april</b> 1:11 4:4 21:8 21:11,12 49:13 60:5 83:18,24 <b>aps</b> 168:18,18 <b>aquel</b> 81:4,23,24 81:25,25 82:4,6 126:24 <b>aquels</b> 82:11 <b>articles</b> 30:19 <b>asked</b> 30:25 31:6 53:9 59:19 60:11 79:25 80:16 110:15 120:10 131:14 140:12 151:18 179:2 189:4 <b>asking</b> 7:12 105:23,24 106:25 107:4 112:19 <b>aspects</b> 162:18 <b>assets</b> 162:2,7 167:15 <b>assigned</b> 54:5 <b>assistant</b> 28:25 29:14 146:22 <b>associated</b> 181:21 <b>associates</b> 17:10 <b>assume</b> 36:7 91:11 100:2 150:17 161:15 162:20 170:7 <b>assuming</b> 115:11 167:18	<b>attend</b> 16:12,17,24 150:22 <b>attendant</b> 143:14 <b>attended</b> 17:4 150:17 <b>attending</b> 4:19 <b>attention</b> 128:25 154:25 164:22 170:3 <b>attorney</b> 80:14 90:16 <b>attorneys</b> 2:4,8 4:18 11:5,9 13:5 90:13 <b>audible</b> 8:7 <b>audio</b> 9:7 <b>audit</b> 101:17 <b>authority</b> 69:21 70:6,12 85:11,12 96:2,10 97:9 144:15,19,25 <b>authorized</b> 3:11 <b>auto</b> 151:7,10 <b>available</b> 188:15 <b>avenue</b> 14:3,5,12 14:14 24:20 26:25 108:12 165:23 <b>average</b> 42:12,15 77:21 135:8 <b>avoided</b> 140:19 <b>aware</b> 161:20	102:15 106:15 107:19 109:3,5,6,7 111:12,25 112:11 113:4,5 118:3,8 127:23 134:14 137:7 140:24 141:14 154:9 156:5 157:15 158:6 186:9,16 189:22 <b>background</b> 16:12 43:21 <b>balance</b> 161:25 162:10 167:22 <b>balled</b> 120:9 <b>bank</b> 114:2 116:9 152:20 <b>banking</b> 34:13 <b>banks</b> 152:21 <b>based</b> 44:24 45:14 45:24 125:24 131:8 134:24,25 134:25 155:8 162:22 176:22 <b>basic</b> 92:16 93:14 93:18 <b>basically</b> 115:21 141:13 173:23 <b>basis</b> 53:8 92:21 137:24 <b>bates</b> 124:12 129:2 129:11 141:24 143:8 158:16 161:23 163:8,24 165:8,18 166:7 167:14 168:9 169:23 175:14,24 178:8 180:15 182:3 <b>beach</b> 174:9	<b>bear</b> 93:21 163:7 <b>bearing</b> 73:10 <b>began</b> 46:12 49:12 49:24 51:3 54:11 61:11 63:16 70:3 95:20 <b>beginning</b> 27:8 43:6 44:20,22 54:19,20 59:9 61:13,14 102:14 105:10 114:11,24 115:3,4,4 116:23 118:23 129:9 146:20 154:10 189:22 <b>behalf</b> 63:22,25 84:20,21 <b>believe</b> 19:14,16 23:2,4 25:19 48:8 49:15 51:13,25 58:3 60:16 71:10 76:9 82:9,10 83:4 84:6 85:7 94:25 96:12 103:12 105:3 113:23 114:2 115:18,18 127:22 135:4 142:15 144:18 146:13 153:7 160:6 162:11 164:23 165:5 168:4,15 170:12 171:15 <b>belive</b> 133:24 <b>bell</b> 60:5,9 71:11 81:2 <b>ben</b> 4:24 189:15 <b>beneficial</b> 62:8 <b>benefit</b> 148:15 179:11
--	--	--	---

**[benjamin - car]**

<b>benjamin</b> 2:5 <b>best</b> 9:2 10:17 42:11 98:8,12,24 <b>bid</b> 21:22,23 45:9 <b>big</b> 28:22,24 29:8 98:5 112:25 <b>bill</b> 139:12 175:4 <b>billing</b> 30:23 <b>bills</b> 55:17 56:21 85:22 114:23 <b>binder</b> 12:14,14 12:18,25 35:17 89:23 122:11 129:12 141:22 154:15 175:24 178:4 <b>birth</b> 13:12 <b>birthday</b> 183:17 183:18 <b>bit</b> 10:2,20 16:11 36:22 59:8 153:17 186:6 <b>biweekly</b> 123:12 123:12 125:7,20 125:23,25 <b>bjweber</b> 2:6 <b>black</b> 64:16 101:20 120:9 <b>blackballed</b> 120:6 <b>blackout</b> 55:16 <b>blew</b> 67:17 <b>block</b> 151:17 <b>blood</b> 191:17 <b>blows</b> 68:16 <b>blue</b> 101:20,20 <b>blurry</b> 151:17 <b>boat</b> 120:18,21 <b>bob's</b> 37:17 <b>bond</b> 64:17 130:8 130:11,15	<b>bookkeeping</b> 41:16,20 110:5,7 133:12 <b>boots</b> 101:21 <b>borrowed</b> 48:7,9 <b>boss</b> 148:2,2 <b>bostick</b> 81:11 86:19,24 87:4 <b>boston</b> 2:5 <b>bother</b> 98:7 <b>bottom</b> 90:19 127:6 129:12 168:9 178:17 180:23 <b>bought</b> 63:14 67:3 99:12,13 168:16 173:4 <b>boulevard</b> 13:16 24:17 <b>bouncing</b> 178:2 <b>box</b> 66:19 145:20 173:10,10,13,16 173:16 176:10 <b>branch</b> 106:9,10 <b>brand</b> 118:20 <b>break</b> 9:12,15,18 45:7 65:9 67:14 70:18 102:7 153:14,20,23,23 153:25 159:16 <b>breakdown</b> 65:12 <b>breakfast</b> 161:2 <b>breaking</b> 9:7 <b>breakout</b> 70:20 <b>brian</b> 60:5 81:2 147:22 <b>briefly</b> 74:9 <b>bring</b> 68:9,15,21 <b>broke</b> 65:7 67:3 <b>broken</b> 126:2	<b>brooklyn</b> 13:24 14:2,3,5,8 17:11 17:13 21:16 24:20 26:25 28:22 51:22 58:20 76:10,13,23 77:12,15 108:12 118:4 132:10 165:24,25 <b>brother</b> 32:22 <b>brought</b> 82:24 99:20 100:3 152:12 <b>buchanan</b> 1:19 4:16 191:7,24 <b>buffalo</b> 52:14,19 53:5 54:5,5,7,11 76:19 79:5,6,9,16 147:3,8 149:3,5,11 <b>building</b> 21:5,9,13 21:20,23 22:15 23:25 43:25 44:4 100:16 149:16,25 174:25 186:7 <b>burgess</b> 81:10 <b>bus</b> 77:23 <b>business</b> 18:13,14 18:16,18 20:13,16 22:2,5 23:8,12,15 23:15,22 24:15 25:10,15,15,21 26:10,19 31:15,16 38:18 41:12,14,21 43:17 44:20,23 46:14,18 49:6,21 56:18 57:18 66:13 79:11,19 85:2 92:14 93:12 94:8 99:5 108:4 109:10 109:13 110:17 111:3 113:15,20 116:2,3 119:9,12	119:18,23,24 120:2,3 121:20 123:14,18 133:12 134:17 156:19,20 156:24 157:2,3,4,5 157:6,9,13 158:7 160:15 162:3 169:2,4 171:22 174:17,18 175:6 179:5,8,12 186:14 <b>businesses</b> 37:16 110:10,12 119:5,7 119:12 <b>bust</b> 138:25 <b>buy</b> 67:2,4 100:13 101:23 117:16 161:2,3 <b>buying</b> 156:13 160:25
<b>c</b>			
<b>c</b> 2:2 85:6 123:6,14 155:3 159:8 164:25 191:2,2 <b>c.v.</b> 4:12 <b>call</b> 10:2 11:17 109:20 137:8 139:5 <b>called</b> 5:5 28:22 47:15 61:8 89:14 94:18 96:2 140:11 173:23 <b>cambridge</b> 2:4 <b>canarsie</b> 16:19 <b>cancel</b> 174:3 <b>cancelled</b> 26:17 108:2 <b>cap</b> 69:18 <b>capital</b> 163:9,11 163:13 <b>car</b> 159:10,14			



**[card - company]**

<b>card</b> 79:17,18,20 172:2,2,10 <b>cards</b> 146:2 <b>care</b> 85:6 98:23 116:25 123:14 141:11 152:9 <b>cargo</b> 151:20 <b>caribbean</b> 183:23 <b>carriers</b> 186:25 <b>carries</b> 10:5 <b>case</b> 1:6 4:11 5:13 5:15 19:5,7 61:4 71:20,21 90:15 122:25 137:24,24 152:11 <b>cash</b> 162:2 167:15 <b>cached</b> 113:25 <b>categorized</b> 157:13 <b>caught</b> 68:20 <b>cause</b> 35:4 139:17 <b>caused</b> 51:14 55:8 63:8 139:13 159:24 <b>ceo</b> 31:12,13 32:2 32:14 34:2 36:16 39:5 45:25 <b>certain</b> 62:4 68:5 116:21 137:25 <b>certification</b> 3:8 <b>certify</b> 191:9,15 <b>cetera</b> 37:17,22 145:25 <b>cfo</b> 31:22 <b>chain</b> 182:7 <b>chance</b> 172:13 183:3 <b>change</b> 25:4 30:2 30:10,19,25 104:4 104:4 113:7 193:4 193:7,10,13,16,19	<b>changed</b> 31:3 33:18 100:21 101:22 112:6,19 150:4 <b>changes</b> 68:13 194:6 <b>charge</b> 55:24 56:11,14,25 57:5 64:15 72:8 130:8 133:18 141:5,9,10 141:17 153:17 <b>charged</b> 55:22,24 56:2 72:4 138:8 140:14 <b>charges</b> 170:21 <b>cheaper</b> 62:7 <b>check</b> 20:6 43:21 88:23 107:12 123:4,6,20,25 124:8 127:9 <b>checking</b> 89:2 <b>checks</b> 68:12 113:24 123:9,11 123:18 133:22 <b>checkups</b> 68:13 <b>chef</b> 60:2 <b>chicago</b> 2:9 <b>chief</b> 36:20 <b>choice</b> 25:23,23 <b>choose</b> 131:24 165:24 <b>circumstances</b> 95:19 139:24 160:12 184:20 <b>city</b> 151:8 153:5 <b>civil</b> 1:18 <b>claim</b> 55:23,25 56:7 57:9 98:9,12 98:13,14 99:2 114:17 130:21,23 131:8 138:4,6,9,22	140:25 141:12,14 148:19 151:7,10 151:22 170:18,21 <b>claimed</b> 98:6,7 151:13 <b>claiming</b> 55:11 56:3 <b>claims</b> 56:5,5,6,7,9 56:25 57:3,3 85:23 98:20,24 114:14,17 130:20 131:2 138:4 139:2 170:13 <b>clarify</b> 8:15 9:2 <b>class</b> 19:2,4,6 <b>clause</b> 142:18 <b>clean</b> 45:2 69:14 186:7 <b>clear</b> 8:14,18 <b>cleared</b> 116:5 <b>closer</b> 58:25 59:9 <b>clothing</b> 100:17 <b>code</b> 145:23 <b>coding</b> 163:5 <b>collections</b> 152:19 <b>college</b> 17:13 <b>colony</b> 150:11 <b>combative</b> 8:17 <b>combination</b> 53:24 77:2 <b>come</b> 51:5 54:9 55:23 59:19 86:5 121:22 172:5 <b>coming</b> 114:20 <b>comment</b> 115:22 <b>commercial</b> 48:16 48:18 <b>commitments</b> 92:3 <b>commonly</b> 5:14 20:21	<b>communicate</b> 92:19 <b>community</b> 17:12 <b>comp</b> 41:6 <b>companies</b> 30:3 37:18,24 44:2,4,21 46:19 47:24 60:18 60:24 62:24 83:21 111:2 145:12 146:11,11 160:13 171:22 188:23 <b>company</b> 20:25 21:3 22:7,10 24:4 25:21 26:9,12 27:3,6,10,21,24 28:3,5,11,14,17,22 29:2,23,24 30:13 31:22 32:2,11,24 33:9,12,15 34:2,10 34:23 35:9 36:23 37:14 38:13 39:6 40:13 41:10 43:12 44:9 45:20 46:2 47:18 48:6,8,9 50:5 51:14 53:14 57:15 58:10 59:16 61:8 64:11 66:18 67:22 69:2,4,6,21 69:23 70:5,7 72:12 73:19 79:13 82:14,15,17 83:24 84:16 85:4 89:14 91:25 92:4,10,23 93:2,8,21 94:5,17 94:21,25 95:10 96:15 99:22 101:2 101:4 104:16 113:14,15,18,19 115:10,17 116:12 116:15,18 121:6 121:11 122:7
---	--	---	--

**[company - correct]**

123:7,10 124:8,19 125:5 132:18 133:13,13 134:22 135:6,10 136:5,10 139:11 141:11 142:14 143:19,23 145:18 152:9 155:3,12,20,22 159:9 160:15 163:12,15,19,25 164:23 166:15 169:3 171:21 172:22 174:9 176:14,25 179:8 186:24 187:4,10 187:12,19 188:9 188:12 <b>company's</b> 85:5 145:5 152:19 <b>compensation</b> 121:3 176:10 <b>complete</b> 7:21 10:12 194:8 <b>completed</b> 129:19 130:3,5 136:12 175:20 <b>compliant</b> 69:11 69:12 70:11 <b>computer</b> 42:5 <b>computers</b> 93:5,7 <b>condition</b> 68:7 <b>conduct</b> 25:15 31:16 119:11,18 119:24 120:2,3 <b>conducted</b> 119:23 <b>conducting</b> 110:16 119:9 <b>conferencing</b> 4:14 <b>confidential</b> 154:19	<b>confirm</b> 5:23 10:22 103:25 <b>confusing</b> 129:7 <b>connecticut</b> 84:3 86:24 88:24 89:2 <b>connection</b> 5:15 <b>connections</b> 37:10 <b>connectivity</b> 6:3 <b>consecutive</b> 125:19 <b>considering</b> 62:24 <b>constitute</b> 136:18 <b>construction</b> 186:6 <b>contact</b> 183:10,11 <b>contacted</b> 84:2 140:5,7 151:25 <b>contains</b> 154:19 <b>continuance</b> 168:6 <b>continue</b> 35:13 <b>continuing</b> 99:15 <b>contract</b> 22:15 38:9,19,20 45:21 61:16 67:13 73:20 80:4,5 83:19,20,24 84:18,20 85:9 87:8,11 88:9 89:14,16 90:11,12 91:19 92:7 93:22 99:19 102:3 107:15 109:14 110:20 111:4 131:19 135:20 142:3,10,18,23,24 143:18 144:20 155:11 166:21 169:16 184:18 185:2,3,8,18 186:24 188:19 <b>contracted</b> 23:7,9 39:20 44:3 47:5	47:10,14,15 54:6 80:2,6,8 87:2 89:19 95:2,12 105:18 132:20 136:6 137:13 171:13 173:4 187:9,12 <b>contracting</b> 18:19 20:10,12,19 21:19 22:5 24:16 25:10 27:11 28:19 31:11 37:15,19 38:4,13 38:16,17,22 39:10 39:14 40:17 42:13 43:3,24,25 46:13 47:2,18,19 48:15 48:21 49:13,20,21 49:25 50:2 51:2,3 52:6 53:17 54:10 59:10 60:10,19 61:9 66:14 69:20 70:3,10 71:12 72:13 73:15 75:25 76:24 79:10 80:2 80:7 81:21 83:19 83:20 84:7,21 85:11,15 87:20 89:13 91:13 92:5 92:15 94:12,20 95:2,20 97:10 99:6,10,22,23 100:9 102:2,22,25 114:7 115:5 116:9 121:3 123:5 131:16,18 132:19 133:24 135:18 136:2 137:5,12 142:9 144:5,8 145:4 146:18 151:5 155:4 162:3 165:21 166:11	171:17 174:7,8 176:7,21 186:14 186:18 187:14 <b>contractor</b> 22:23 22:24 28:14 48:2 82:22,23 127:6 138:19 139:16 142:2,5,11,20 143:12 155:18 <b>contractors</b> 48:8,9 82:8,13 101:10 162:11 171:9,11 171:16 188:16 <b>contracts</b> 21:23 91:22 108:22 142:16,20 155:15 <b>control</b> 44:5 148:20,22 <b>controlled</b> 100:18 109:23 <b>conversation</b> 7:15 <b>conversely</b> 150:20 <b>copies</b> 133:2 <b>copy</b> 3:14,17 37:5 123:4 125:21 158:24 <b>corner</b> 36:5 69:18 123:21 125:11 129:13 <b>correct</b> 17:14 19:8 22:11 24:23 26:3 26:11 29:9,15,25 30:14 32:9 36:6,8 46:11,16 49:15,16 49:23 50:15,21 51:8 54:3 57:16 57:21 60:7 61:10 66:12,16 70:4,9,13 73:18 74:15 75:12 75:14 76:3,11,17 77:4 81:15,19
---	---	---	---



[correct - deep]

83:16 89:5 91:14 92:11 93:24 94:4 94:11 102:4 105:4 105:22 108:24 110:6 113:16 116:10 119:8 123:8 124:6,9,17 124:22 126:8,22 128:24 129:25 130:6 131:9,13 137:17 143:15 145:16 146:16 148:25 151:3 154:22 155:13 156:7,17 157:10 159:6 164:2 165:11,16 166:13 166:19 167:17,19 167:20 171:20,24 173:22 175:17,18 175:21 176:7,8,12 177:24 179:9,14 179:18,21 188:2 194:8 <b>corrected</b> 103:21 <b>corrections</b> 194:6 <b>correspond</b> 156:23 <b>corresponds</b> 103:10 <b>cost</b> 102:20,24 140:2 <b>costs</b> 134:14 143:13 <b>counsel</b> 3:6,17 4:7 4:25 71:5 <b>country</b> 183:11,13 183:16 184:6,10 <b>county</b> 150:12 153:3,6,6,7 183:25 191:5	<b>couple</b> 163:24 165:7 168:8 <b>coupled</b> 82:13 <b>course</b> 8:21 9:11 <b>court</b> 1:2 3:13 4:10,15 5:2 6:22 6:25 7:5,20 8:6,18 10:7 151:23 152:2 <b>cover</b> 65:17,24 <b>coverage</b> 65:23 66:4 <b>covered</b> 110:7 122:3,4 152:4 <b>craig's</b> 43:5,8 47:24,25 48:3 155:9 <b>created</b> 36:7,11 <b>credit</b> 172:2 <b>criminal</b> 17:19 18:4 <b>current</b> 26:23 31:10 <b>currently</b> 10:23 13:15 38:22 39:6 48:17 188:9,12 <b>customer</b> 55:20 56:12,13 57:10 <b>customers</b> 37:19 87:24 98:16 139:7 <b>cv</b> 1:6	<b>damages</b> 159:24 <b>damaging</b> 131:7 <b>data</b> 41:16 <b>date</b> 1:11 4:4 13:12 35:21 90:2 122:19 142:7 154:17 178:7 180:13 182:6 193:24 194:12 <b>dated</b> 91:15 178:19 183:8 <b>dates</b> 29:20 52:13 53:21 109:3 125:9 128:5 <b>day</b> 9:11 44:14,25 44:25 54:23 55:3 64:22 73:17 75:16 75:16 77:18 78:13 92:20,20 103:10 103:16,23,25 104:8 109:9,9,17 109:17,19,19,22 112:14,15 128:14 130:3 134:12,15 134:16 135:6 136:2,12 138:13 139:20 150:5 151:16 161:3 181:8 183:18 184:10,10,12,12 185:4 190:13 191:21 194:15 <b>days</b> 3:16 73:4,15 74:23 75:4 76:13 77:5 78:4 88:22 88:25 112:16,16 121:25 122:2 129:21,23 150:15 184:7,7 185:4 <b>dealings</b> 184:22	<b>debit</b> 79:17,18,19 172:2 <b>debited</b> 55:19,19 <b>debt</b> 179:2 <b>decade</b> 21:15 22:23 <b>decal</b> 146:4 <b>decent</b> 85:24 <b>decide</b> 25:20 30:2 30:9 35:7,8 38:12 46:18 47:17 55:8 60:8 66:3 73:5 78:5 89:6 109:5 113:5 <b>decided</b> 33:20 35:10,13 38:17 45:22 49:20 59:14 112:21 <b>deciding</b> 43:15 <b>decision</b> 34:3 57:18 <b>decisions</b> 78:9 <b>declare</b> 194:4 <b>deduct</b> 65:15 79:21 93:11 102:20,24 138:12 160:12 <b>deducted</b> 94:9 139:25 170:13 179:16 <b>deductible</b> 160:8 <b>deducting</b> 57:6,10 <b>deduction</b> 130:4 <b>deductions</b> 57:14 114:18 115:25 130:7 131:2 179:23 <b>deemed</b> 33:24 138:2 194:6 <b>deep</b> 55:13
	<b>d</b>		
	<b>d</b> 3:2 5:20 171:16 192:2 <b>daily</b> 34:17 <b>damage</b> 56:5,6 98:5 138:4,6,9 139:12,17 140:2 140:25 141:14 170:18 <b>damaged</b> 139:6		

[deeper - dot]

<b>deeper</b> 157:16 <b>defect</b> 138:18,19 <b>defendant</b> 1:9,17 2:8 4:7,22 5:13 <b>definitely</b> 37:6 54:24 <b>degree</b> 17:7,15,18 17:21,24 18:7 <b>deliver</b> 29:7 112:15,16 <b>deliveries</b> 29:5 34:17 37:16 45:13 46:20,24 53:10 60:17 65:6 72:13 77:16 87:7 89:3,7 93:15,22 97:22 100:8 104:17 106:16 107:5 109:13 112:11,20 126:11,20 151:19 173:14,20 185:24 186:20 187:18,19 <b>delivers</b> 46:22 <b>delivery</b> 20:20,22 22:14 23:19,20,21 37:20 46:14 47:21 60:15 73:21 74:24 75:23 76:4 80:3 81:7 82:3 84:17 87:23 94:13,18,23 95:11,20,22 97:11 99:3 101:7 103:7 106:6 109:24 112:14 113:22,25 121:7 122:8 124:15,18,23 125:6 126:10 136:21 144:11,17 151:16 180:11,16 181:21 186:19 187:10,13	<b>demand</b> 38:24 39:3 <b>demands</b> 19:23 61:4 <b>demonstrated</b> 36:20 <b>denver</b> 50:10,14 <b>depend</b> 46:8 115:9 121:6 136:11 138:15,16,17,18 <b>depended</b> 138:14 <b>depending</b> 78:9 121:11 136:8 <b>deponent</b> 194:3 <b>deposed</b> 6:8,10 <b>deposit</b> 123:17 <b>deposited</b> 113:14 179:7 <b>deposition</b> 1:15 3:8,9,14 4:6,12 5:23 6:15,16 7:5 191:11,13 <b>depot</b> 37:17 46:21 <b>depreciated</b> 156:2 <b>depreciation</b> 155:25 156:15 <b>describe</b> 36:24 74:9 109:16 124:24 184:20 <b>described</b> 38:9 <b>describing</b> 36:15 137:10 <b>description</b> 36:15 37:13 170:5 <b>detail</b> 53:20 <b>details</b> 73:9 <b>determine</b> 44:17 45:11 74:19 78:9 114:22 134:6,21 135:2 140:24	<b>determined</b> 138:3 158:5 <b>diane</b> 1:19 4:15 191:7,24 <b>differ</b> 43:23 74:11 <b>difference</b> 64:9,15 74:12,16 84:12 176:17 177:4 <b>different</b> 15:18 19:11 44:25 65:21 65:22 67:2 82:4 103:14 110:23 121:11 126:10 168:20,21,23 <b>difficult</b> 54:16 <b>dig</b> 157:16 <b>dimitri</b> 82:21 <b>direct</b> 128:25 154:25 164:21 187:3,3 <b>directed</b> 66:5 <b>directing</b> 170:3 <b>directions</b> 192:8 <b>directly</b> 23:13,16 131:10 152:5,8,9 <b>discard</b> 42:9 <b>disconnect</b> 150:9 <b>discovery</b> 19:23 61:3 80:13 89:22 89:24 90:14 135:5 135:25 180:19 192:20 <b>discrepancy</b> 56:12 <b>discussed</b> 118:17 121:2 163:17 184:16 <b>discussing</b> 101:12 160:15 <b>dismissed</b> 151:21 <b>dispatch</b> 186:22	<b>dispute</b> 98:16 <b>disregard</b> 29:21 <b>dissolved</b> 108:7 <b>district</b> 1:2,2 4:10 <b>division</b> 4:11 <b>dock</b> 149:13 186:23,23 <b>document</b> 35:17 90:17 92:12 122:17 141:24 154:16,18 155:2 158:25 160:2 161:15,17,19,20 165:18 166:7 167:15 169:23 175:24 178:3 192:17,23 <b>documents</b> 12:6,9 12:10 122:23 125:9 154:20 159:3 166:9 180:18 <b>dog</b> 28:22,24 29:8 <b>doing</b> 7:18 9:25 21:20 22:5 23:25 26:17,19 29:4 33:2,6,7 38:16 44:12,15 47:21 49:8 86:3 89:18 101:11 150:12 169:10,14,19 185:20,24 186:2 186:22 187:10 <b>dollar</b> 130:8 <b>dollars</b> 56:14 122:5 155:6 168:12 <b>dollies</b> 99:4 <b>door</b> 145:19 <b>dot</b> 69:11,12,21 70:6,11,12 85:11
--	---	--	--

## [dot - example]

88:5 145:11,23 <b>double</b> 152:22 <b>downs</b> 65:9 67:14 159:17 <b>downstate</b> 17:10 <b>drawers</b> 115:16 <b>draws</b> 122:6 155:21 <b>drill</b> 93:17 <b>drive</b> 15:14 69:12 74:3,7 77:22 150:17 <b>driver</b> 29:16 33:8 33:11 34:11 45:15 49:6 50:13,19 59:12 60:4 64:6,7 71:10,11,13,18,20 71:21 72:2,4,14,18 73:22,24 74:2,10 74:13,19,25 75:5 75:23 76:14 77:7 86:21 87:6 88:8 96:15 103:14 104:11,15,21 111:9 121:12,16 121:17,18 126:10 126:24,25 127:3 127:15,20 128:3 128:12,18 129:15 135:10,11,13,15 135:22 138:10 140:10,25 150:16 179:24,25 180:6 184:14,14 <b>driver's</b> 48:16,18 128:16 <b>drivers</b> 45:12 50:4 50:12 58:7,10,25 80:8,17 81:2,6,16 81:21,22 86:8 92:20 96:21	126:20 127:11 130:16 134:22 135:6,21 136:11 137:15 138:2 141:17 155:11,17 166:11 168:25 171:9,10,18,25 188:14 <b>drives</b> 104:11 <b>driving</b> 74:14,22 75:2 129:20 150:21 184:15 <b>drop</b> 72:5 <b>dropped</b> 75:19 103:19 104:5 138:22 139:6 <b>drove</b> 74:10 <b>drowning</b> 85:22 <b>drugs</b> 10:15 <b>dryer</b> 139:6 <b>dt466</b> 66:24 <b>due</b> 127:5 135:19 <b>duly</b> 5:6 191:12 <b>dump</b> 151:19 <b>duplicates</b> 162:25 <b>duran</b> 81:4 <b>duties</b> 29:17 74:11 <b>dwindling</b> 59:4	<b>early</b> 58:4 <b>easier</b> 8:6 67:6 <b>easy</b> 62:6 <b>educational</b> 16:12 <b>effect</b> 3:12,15 10:6 71:15 139:21 <b>effectively</b> 7:9 <b>efforts</b> 75:12 <b>eight</b> 40:9,17 58:16 111:21 127:23,24 128:2 166:6,9 179:20 <b>either</b> 34:15 72:18 75:18 76:2 79:3 87:6 89:4 96:24 104:15,21 160:14 <b>elmira</b> 55:13 <b>employed</b> 21:21 28:20 29:10 <b>employee</b> 134:10 134:11 168:17 <b>employees</b> 39:13 134:8 <b>employment</b> 35:14 168:18 <b>ended</b> 19:17,18 22:15 35:6 59:23 91:19 92:5 97:4,5 151:24 152:2 173:6 <b>ends</b> 56:20 125:16 <b>engine</b> 67:16 68:16 120:24 <b>enjoyable</b> 73:11 <b>enter</b> 46:18 84:15 97:10 100:15 <b>entered</b> 113:19 142:14 <b>entering</b> 69:4 85:18 142:10	<b>enterprise</b> 164:14 164:15,16 <b>entertainment</b> 160:8,10 161:5 <b>entire</b> 101:25 135:17 137:18 <b>entities</b> 94:13 <b>equal</b> 179:20 <b>equipment</b> 92:14 93:20 99:9,18,24 156:21 157:8,12 173:5,7 <b>error</b> 166:3 <b>errors</b> 152:18,18 <b>escorial</b> 56:9 <b>especially</b> 150:8 <b>esq</b> 2:5,10 <b>estimate</b> 42:11 54:17 111:24 160:19 <b>et</b> 1:3 4:8 37:17,22 145:25 193:1 194:1 <b>europe</b> 183:23 <b>everybody</b> 46:7 <b>evidence</b> 12:25 <b>ex</b> 12:15 60:15 151:20 <b>exact</b> 52:13 54:16 71:22,24 109:3 168:2 <b>exactly</b> 7:14 21:15 53:25 77:17 131:13 <b>examination</b> 5:9 192:4 <b>examined</b> 5:8 <b>example</b> 67:9 68:10 140:4,4,9 150:5
--	--	--	--

**[examples - florida]**

<b>examples</b> 158:11	157:23 158:2	<b>filed</b> 4:9 20:15	<b>five</b> 70:18 78:13
<b>executive</b> 36:20	<b>extremely</b> 7:9	31:21 133:6 153:4	81:9,17 84:9,13
182:20	178:9	<b>files</b> 90:24	85:14 107:21
<b>exhibit</b> 35:18,19	<b>f</b>	<b>filibuster</b> 38:2	108:3,10,21
89:23,24 90:3,6,19	<b>f</b> 3:2 83:11 171:16	<b>filing</b> 3:7 31:17	117:23 121:25
122:11,16,17,20	191:2	33:5 97:8 144:22	122:2 129:10
122:21 129:2,5,6	<b>facilitated</b> 164:8	<b>filings</b> 34:24 41:17	140:20,21 145:24
129:10 141:21	<b>fact</b> 38:14 74:10	41:17,17,18,19	153:24 158:16
142:5 154:14,16	74:13	79:22 93:12 94:10	188:17 189:12
176:2,3 178:2,5,13	<b>fair</b> 39:8 49:17	103:2 152:16	<b>fixed</b> 69:19
180:10,11,14	64:18 150:17	158:7 160:13	<b>flatbush</b> 14:3
182:3,5,10,11	179:10	<b>final</b> 20:22 22:14	26:25 108:11
192:16,17,18,19	<b>fall</b> 59:10	45:13 46:14	<b>fliers</b> 169:9,9
192:20,21,22,23	<b>familiar</b> 94:17	186:20	<b>flight</b> 77:24
<b>exhibits</b> 12:18,24	<b>familiarize</b> 49:19	<b>finance</b> 118:20	<b>flip</b> 91:3 124:13
192:14	<b>family</b> 34:15 43:6	<b>financial</b> 115:9	141:22 143:7
<b>expense</b> 93:12,21	43:14 60:11	132:19,23 133:3,4	165:7,17 166:5
155:7 158:12	174:22	133:6 134:10	168:8 169:22
161:14 170:5	<b>farm</b> 66:6	161:24 162:9,17	175:13,22 180:14
<b>expenses</b> 79:14,22	<b>favor</b> 7:25	167:13 168:10	<b>flipped</b> 129:10
93:11 94:9 115:9	<b>feary</b> 2:8	<b>financials</b> 169:24	<b>flipping</b> 129:9
116:22 143:10,25	<b>feasible</b> 135:2	<b>find</b> 43:11 48:12	<b>flood</b> 97:18
156:19 157:21	<b>feature</b> 69:9	58:24 86:7,12	<b>florida</b> 15:6,9,13
158:4,17 159:10	<b>february</b> 105:13	90:23 159:4	15:15,16,23 16:3
159:14,15 169:25	<b>fed</b> 12:15 60:15	168:25 169:2,4	25:12,15,21 26:10
179:5	151:19	<b>finding</b> 169:18	31:16,17 104:24
<b>expensive</b> 62:11	<b>federal</b> 1:18	<b>finish</b> 7:16,18 8:2	105:6,15 106:4,7
<b>experience</b> 36:16	<b>fee</b> 98:9,9	<b>finished</b> 24:13	106:15 107:9,10
36:19,25 37:13	<b>feel</b> 9:25 10:10	183:4	107:10,20 108:5
44:13 46:9 49:18	<b>feeling</b> 72:6	<b>first</b> 5:6 6:16 7:5	109:7,18 110:13
59:21 60:13 73:11	<b>fees</b> 152:23 170:6	14:7 15:6 23:21	111:6 112:8,22
136:8	171:9	25:14 26:24 32:8	113:5 117:15
<b>explain</b> 152:25	<b>felt</b> 73:7	36:11 44:14 49:24	118:9,12 119:2,8
176:16	<b>fgo</b> 187:13	51:3 61:25 62:21	119:10,12,13,19
<b>explained</b> 46:19	<b>fiancee</b> 26:21	66:5 77:18 82:11	119:23,25 120:3,4
<b>extent</b> 69:7 75:14	<b>fight</b> 55:18 56:16	82:13 88:20 90:19	120:5,9,10,14,19
115:15	152:14,24	90:21 94:25 96:25	165:2,3 166:24
<b>extra</b> 52:22,23	<b>figured</b> 38:18	125:9 141:25	167:3,6 175:17
78:20 103:19	<b>file</b> 31:4 131:18	143:9 155:2	177:5,10,14,17,19
136:14,15,17,18	132:12 165:5	186:21,21	177:23 187:22,25
136:18 137:3			188:3,6

**[fluctuated - guys]**

<b>fluctuated</b> 39:11 40:3,7,22 188:18 <b>fluctuating</b> 188:20 <b>follow</b> 69:16 91:22 92:3 <b>following</b> 78:3 80:25 81:9 124:11 125:14 126:23 158:15 159:8 161:22 166:6 167:12 171:8 174:5 183:5 <b>follows</b> 5:8 <b>food</b> 160:16,19,25 161:4 <b>foot</b> 66:19 119:2,6 139:11 <b>force</b> 3:15 <b>foregoing</b> 194:5 <b>forget</b> 55:5 <b>form</b> 3:21 125:21 142:3 163:25 165:20 166:2,9 174:6 175:16 <b>format</b> 6:18 <b>forth</b> 79:15 107:19 191:12 <b>fortunate</b> 111:23 118:19 <b>forward</b> 168:8 169:22 <b>found</b> 43:2 60:2 132:8 <b>founded</b> 42:14 <b>four</b> 39:4,25 42:9 42:16,16,17 73:4 77:23 88:10,18 89:14 91:22 107:21 108:2,9,21 117:23 129:23 141:8 145:24	154:11 156:6 181:20 184:7 188:24 <b>fourth</b> 170:4 <b>fpg</b> 1:6 4:12 <b>frame</b> 45:10 83:22 111:14 <b>frames</b> 53:21 <b>freddie</b> 81:4 86:18 126:17 127:2 131:4,6 <b>freeze</b> 152:13 <b>freight</b> 186:22,22 187:2,4 <b>friday</b> 101:14 160:22 <b>friend</b> 60:11 174:22 <b>friend's</b> 79:4 <b>front</b> 10:7 <b>fuel</b> 34:16 114:17 114:20 116:2 171:14,19 172:3,9 <b>fueled</b> 171:15 <b>full</b> 5:16 10:12 55:5 65:22 <b>furnished</b> 192:10 <b>furniture</b> 37:17 <b>further</b> 3:20 191:15	<b>generate</b> 56:19 <b>george</b> 81:5 126:16,24 129:14 <b>germane</b> 81:10 86:19,23 <b>gestures</b> 8:9 <b>getting</b> 169:13 <b>girlfriend</b> 25:2 <b>girlfriends</b> 118:6 <b>give</b> 21:14 30:22 43:19 88:10,11 91:24 135:8 140:4 146:8 158:11,22 161:3 170:22 171:25 172:12 181:17 182:24 <b>given</b> 6:17 12:10 39:20,21 41:11 122:24 179:15 191:14 194:9 <b>giving</b> 11:6 13:7 54:22 92:2 <b>glitch</b> 75:20 <b>gloves</b> 157:24 <b>gmc</b> 120:17 <b>go</b> 7:4,16,19 9:13 9:17 21:22 23:11 23:12,14,15 41:2 44:14 45:9 47:21 48:11 52:23 53:20 56:11 62:6,9,10,25 62:25 68:11,15 71:4,9 73:9 76:18 77:22 78:24 79:14 88:4,23 94:6 95:7 95:23 96:4,6 102:5 106:4 108:18 109:5 112:16 115:13 120:10 127:22 141:16,22 157:17	158:6,8 <b>goes</b> 171:3 <b>going</b> 4:2 7:3,17 25:3 30:18 35:16 38:18 44:18 54:24 67:6 68:18 70:14 70:21 71:3 73:12 89:7 95:8 102:15 104:12 106:15 109:2,20 122:14 141:20 143:23 153:19,21 154:8 175:7,7,8,22 176:19 182:2 183:15 189:22 <b>good</b> 4:21 5:11 7:13 43:22 70:16 88:4 112:18 146:6 <b>gotten</b> 96:3 183:10 <b>graduate</b> 16:20,22 <b>great</b> 40:24 51:10 <b>grew</b> 16:15 <b>ground</b> 7:4 <b>group</b> 101:15 <b>guarantor</b> 61:17 61:19,24 <b>guess</b> 73:5 78:2 90:21 91:18 105:25 115:2,4 158:14 159:13 168:6 170:17 <b>guessing</b> 25:7 42:15 106:19 153:12 <b>guy</b> 45:5 140:5 <b>guys</b> 41:7 55:21 70:17 78:20 88:15 97:3 109:25 114:14 139:4 141:4 149:14,18 153:15 160:16,19
	<b>g</b>		
	<b>gallagher</b> 2:12 4:15 <b>gap</b> 111:12,13 <b>garage</b> 173:22,23 173:25 <b>garvin</b> 2:7 <b>gas</b> 34:17 150:6,6 150:11,12,13,14 <b>general</b> 53:23		

**[guys - honestly]**

161:2	<b>hauling</b> 187:2	174:8 176:6,14,24	<b>hereto</b> 194:7
<b>h</b>	<b>hazardous</b> 187:5	176:24 177:8	<b>hereunto</b> 191:20
<b>h</b> 83:8 193:3	<b>hdl</b> 5:15 11:8	180:7 182:17	<b>hertz</b> 63:3
<b>ha</b> 8:11	23:23 24:3 26:18	184:18 185:18	<b>hesitated</b> 6:11
<b>half</b> 13:20 20:14	35:11 38:10 43:20	188:19	<b>hey</b> 78:12 183:9
29:12 70:15 77:24	43:24 45:14,22	<b>hdl's</b> 184:22	<b>hiatus</b> 26:20 27:4
141:3	46:13 47:2,6,10,19	<b>head</b> 8:10 157:18	38:8
<b>hammer</b> 93:18	47:23 48:2,14,15	158:9 167:8	<b>high</b> 16:12,17,19
<b>hand</b> 36:5 42:2	48:21,25 49:13,20	<b>headed</b> 7:14	16:25 78:14
52:22 78:20 92:16	49:22,25 50:24	<b>hear</b> 5:24	<b>higher</b> 40:23
92:18 93:14,19	51:3 56:14,15	<b>heard</b> 5:12 91:24	58:14,16
97:20 98:3 99:4	59:4,10,19 61:9,16	113:11	<b>highest</b> 39:18 40:7
123:21 125:10	61:22 62:2,9	<b>hearing</b> 6:3	135:12
129:13 191:21	63:19 64:24 66:6	<b>hector</b> 81:10	<b>hilo</b> 61:8
<b>handed</b> 109:22	67:7 69:8,13 70:3	<b>held</b> 1:18 4:13	<b>hire</b> 41:21 44:13
<b>handle</b> 139:19	72:6,13 73:20	<b>help</b> 41:25 52:25	45:3 60:8 86:7
<b>handled</b> 133:11	75:13 80:4,5,6,9	53:9 98:19 184:10	<b>hiring</b> 44:6,7
<b>handling</b> 110:4,6	80:18 81:7 82:23	<b>helper</b> 33:11 45:16	47:23 48:6
133:18	83:19,24 86:21	49:6,7 50:14,17,20	<b>hit</b> 98:8,9
<b>handwriting</b>	87:8,14,24 89:3,8	72:15,18 73:22,25	<b>hold</b> 56:24 102:5
180:22,25 181:3	89:9,16 93:23	74:5 76:14 77:7	130:12 149:17
<b>hanson</b> 2:8	95:13 97:6,23	87:7 88:8 96:15	<b>holding</b> 12:13
<b>happen</b> 75:9,11	99:24 100:10,13	104:16,21 121:12	<b>hole</b> 139:7
138:25 139:8	100:19,20 101:7	121:16,19,20	<b>home</b> 37:17 46:21
183:12	101:18 102:20	128:3,6,14,18	56:5 94:18,22
<b>happened</b> 35:3	103:7 104:17	135:12,13 140:10	95:11,20,22 97:11
55:20 57:24 72:3	105:18 107:6,15	141:2,15 150:16	101:7 113:21,25
138:7,16 139:15	108:7 109:14	150:21 184:14	115:8 117:12
140:12,13,22	110:21 111:4	<b>helper's</b> 128:21	124:15 138:6
141:15 151:11,14	113:14 118:23	<b>helpers</b> 45:12 50:4	141:14 144:17
152:25	120:5 123:5,7,10	58:7,10,25 80:8,18	174:22 175:2
<b>happening</b> 83:2	123:11 125:6	81:10,14,17 86:8	187:10
<b>hard</b> 6:2 114:22	131:20 132:21	92:20 96:21 128:9	<b>homedeliverylink</b>
117:5 118:14	135:18,20 136:7	134:23 136:2,6,11	1:8 4:9,23 5:14
125:21	137:12,19,22	137:15 138:2	95:3 100:16
<b>hardest</b> 141:17	140:6 141:24	141:18 155:11,17	101:10 124:15
<b>harnesses</b> 157:24	142:11 146:8,13	166:11 169:2	170:6,13 178:10
<b>hassle</b> 96:6	147:20 148:18,20	172:2 188:14	193:1 194:1
<b>haul</b> 136:25	148:23 149:14	<b>henry</b> 81:11	<b>honest</b> 10:12
<b>hailed</b> 187:5	164:8,17 166:21	<b>hereinbefore</b>	<b>honestly</b> 19:15
	169:16 170:21	191:11	95:6



**[hoodies - issued]**

<b>hoodies</b> 101:21 <b>hook</b> 68:19 <b>hotel</b> 79:3 <b>hour</b> 70:15 77:23 77:24 134:13,13 153:13 <b>house</b> 56:6 79:4 108:18,20,23 117:4,23,24 174:25 175:4 <b>hud</b> 152:16 <b>huge</b> 84:12 <b>hulse</b> 83:8,9 <b>hum</b> 8:11 64:3 143:11,16 <b>hundred</b> 56:14 130:8 155:6 188:24 <b>hundreds</b> 122:5 <b>hypothetically</b> 78:12 121:24	<b>incentive</b> 51:20 <b>inception</b> 21:6 <b>inches</b> 145:24 <b>include</b> 157:7 <b>included</b> 157:11 <b>including</b> 5:17 42:25 <b>income</b> 168:10 <b>incorrect</b> 106:21 106:24 111:17 156:9 <b>increase</b> 159:14,20 159:22 <b>increased</b> 159:11 <b>independent</b> 142:2 142:5,11 <b>indicate</b> 127:10 <b>indicates</b> 160:3 <b>indicating</b> 12:12 <b>individual</b> 46:5,9 <b>individual's</b> 50:9 <b>individually</b> 84:21 <b>individuals</b> 34:18 38:21 39:9,19 42:12 44:18,19 58:7,9 80:22 96:20 100:8 166:10 <b>industry</b> 22:18,22 23:12 36:17,22,24 36:25 46:10 48:24 49:19 59:22 60:14 91:21 115:6 118:15 122:4 186:10,17 188:21 <b>inervel</b> 80:11,11 147:16,23,23 148:2,4,12 149:7 149:15 <b>inflation</b> 135:19	<b>info</b> 145:12 146:11 146:12 181:25 <b>informal</b> 10:2 <b>information</b> 41:9 48:12,13 127:25 146:3 162:22 192:7 <b>initially</b> 61:7 <b>inside</b> 173:18 <b>inspection</b> 88:5 <b>install</b> 56:10 136:22,23,24,24 138:21 141:7 <b>installments</b> 179:16,20 <b>instance</b> 103:18 150:10 172:8 <b>instances</b> 139:10 139:18 141:8 <b>insurance</b> 64:10 64:12,13,14 65:16 65:20 66:2,3,4 134:24 141:10,11 151:22 152:3,4,5,9 173:23,24,25 174:2,3 <b>insurances</b> 65:22 <b>intention</b> 8:22 <b>inter</b> 96:5,10 144:19,22,25 177:18 <b>interact</b> 147:21 <b>interacted</b> 148:10 <b>interaction</b> 20:2 147:7 <b>interchangeably</b> 148:5 <b>interest</b> 27:10,20 27:23 28:3,7 30:13 32:11 98:8 98:12,25 111:2	<b>interested</b> 191:18 <b>internals</b> 103:21 180:7 <b>international</b> 66:23,24 120:15 120:16 <b>interrogatories</b> 61:3 <b>interrogatory</b> 79:25 84:10 <b>interrupt</b> 135:23 <b>interruption</b> 95:25 <b>intervals</b> 116:18 <b>interviewed</b> 43:18 <b>introduce</b> 35:16 90:3 122:10 141:20 154:13 177:25 180:9 182:2 <b>introduced</b> 12:24 22:17 <b>invest</b> 28:6 <b>invested</b> 28:4 89:11 163:15 <b>involved</b> 18:9,13 18:14 20:2 22:21 46:13 <b>irrelevant</b> 30:25 <b>island</b> 47:20 150:8 150:11 172:18,19 183:23 <b>issue</b> 9:6 133:13 134:7 <b>issued</b> 57:15 75:13 102:21 123:4,13 124:7,19 125:18 131:4 133:25 134:4 165:20 166:10,16 167:9 176:6
<b>i</b>			
<b>idea</b> 32:13 158:21 163:5 181:24 <b>identification</b> 35:20 89:25 122:18 142:6 154:17 178:6 180:12 182:6 <b>identify</b> 4:19 <b>illinois</b> 2:9 <b>impact</b> 71:13 139:19 <b>impacted</b> 121:15 <b>impacting</b> 56:17 <b>important</b> 7:9 12:22 <b>impossible</b> 134:15 134:19 <b>inactive</b> 26:13			

## [issues - legal]

<b>issues</b> 6:4	<b>keep</b> 10:17 68:6,17	105:11 108:19	<b>lakeland</b> 177:15
<b>item</b> 170:5	97:7 98:10 100:5	113:8 119:6 124:4	177:16,17
<b>items</b> 12:22 94:6	128:9 135:2,22	127:18 129:3,7,8	<b>lapse</b> 174:2
172:21	141:3 153:19,21	130:14 133:11	<b>large</b> 37:16 145:22
<b>j</b>	157:25 172:22	134:11 139:8	<b>lasted</b> 153:9
<b>james</b> 146:20	173:21	140:16,17 142:21	<b>late</b> 54:20 55:22
<b>january</b> 105:12,14	<b>keeping</b> 172:16	147:5,5,18,22	84:5
105:16,16 107:14	<b>keeps</b> 133:10	148:4,10 149:4,6	<b>lawsuit</b> 18:10,22
110:19 111:7,15	<b>kept</b> 172:24 173:8	151:4 153:3,18	18:25 19:13,20,23
113:6 166:25	<b>kevin</b> 2:12 4:14	156:2 157:5,18,19	20:3,7 151:8
178:20 180:17	<b>kind</b> 20:18 23:17	157:20 158:4,9,13	152:4
<b>jared</b> 2:10 4:21	41:9,14 43:15	158:20 159:2,21	<b>lawyer</b> 6:14
5:12	66:17 73:8 109:16	160:9 161:9,17	122:24 152:6
<b>jargon</b> 143:5	118:14 120:13,21	162:9,13,15,19	<b>lawyers</b> 20:2
<b>jay</b> 18:2,4 24:14	160:11 168:13	163:2,6 164:4	<b>lead</b> 29:2,14
<b>jersey</b> 95:24 96:18	172:21 186:17	165:24 166:14	<b>lease</b> 61:25 62:6
97:7	<b>kinds</b> 41:8 186:5	167:5,8,25 168:7	63:20 64:11,18,21
<b>joaquim</b> 34:5	<b>kings</b> 153:6,7	168:17 170:11,16	64:22,23,24 67:8
<b>job</b> 8:6 45:6 49:3	191:5	170:25 171:3,4,10	67:12,12,19,19,19
74:11 160:17	<b>kingsborough</b>	176:16 177:3,8,11	68:4,13,14 87:16
<b>jobs</b> 45:7 185:22	17:9,12,16,25	177:12 178:2,25	118:22,24
186:2,5	24:11,14	179:4,22 180:2,8	<b>leased</b> 61:7,21
<b>john</b> 18:2,4 24:14	<b>kirby</b> 175:4	181:12,19 183:2	64:24 145:14
<b>jose</b> 81:11	<b>kloppel</b> 1:3 4:8	183:25 184:4	<b>leasing</b> 61:11
<b>joseph</b> 50:11	193:1 194:1	185:10,14	62:19,24 67:6
<b>jskramer</b> 2:10	<b>knew</b> 44:15 75:15	<b>known</b> 13:10	69:4,5 156:8
<b>juco</b> 17:5	103:24 104:8	<b>kramer</b> 2:10 4:21	185:15
<b>judge</b> 3:13 10:7	122:2 140:17	4:22 5:10,12	<b>leave</b> 117:13
<b>july</b> 52:8	<b>know</b> 6:4 9:2,9,13	70:14 102:6 154:2	<b>leaving</b> 57:25
<b>jump</b> 8:2	19:18 22:24 23:7	176:3 189:14,24	62:12 108:16
<b>jumped</b> 108:25	33:17 34:22 36:22	192:5	113:2
<b>june</b> 13:14 182:8	44:15 47:5,12,13	<b>kyle</b> 126:16	<b>led</b> 21:18 28:2
183:9	47:14,22 48:11	<b>I</b>	46:17 47:17
<b>jury</b> 10:7	53:19 54:15 57:11	<b>I</b> 3:2,2 14:5,12,14	<b>left</b> 36:5 55:11
<b>justice</b> 17:19 18:4	67:18 72:25 73:8	83:8 108:12	114:18 115:24
<b>justin</b> 83:8,9	73:10 77:19,22	165:23 171:16	117:9 122:5
<b>k</b>	78:11,12,13 79:5	<b>label</b> 34:12	123:21 125:10
<b>k000099</b> 141:25	82:10 85:8 90:21	<b>labor</b> 18:23	183:25
<b>karen</b> 31:25 32:5	93:7,17 96:3	155:15	<b>legal</b> 4:17 143:4
32:13	97:14,16 101:22	<b>laborer</b> 155:18	160:3
	103:4,21 104:2		



## [legally - mail]

<b>legally</b> 145:10	81:9,21 82:4	123:5 131:16	<b>look</b> 35:17,22
<b>legible</b> 145:24	103:14 104:11	145:4 163:20	53:20,21 62:23
<b>legitimate</b> 134:17	128:12 129:14	<b>llrlaw.com</b> 2:6	74:18 89:17,21
<b>lettering</b> 145:22	130:7 158:12	<b>load</b> 78:14	90:4,18 122:12
<b>level</b> 30:21 46:8	165:9,22 167:22	<b>loaded</b> 104:7	124:10 140:24
62:4	168:2 170:10	<b>loading</b> 29:4	141:13 159:9
<b>liability</b> 29:23	174:9 175:15	<b>loan</b> 179:15	161:19,21 168:19
<b>liable</b> 67:14,17,18	176:10 181:13,14	<b>local</b> 186:22	168:19
67:20	<b>listen</b> 48:5	<b>located</b> 24:25	<b>looked</b> 63:2,3
<b>license</b> 48:16,18	<b>listing</b> 31:25 32:17	174:12,19,24	84:25 85:23 98:24
64:7 128:2 188:6	<b>lists</b> 126:17 130:3	177:9	134:9 164:25
<b>licensed</b> 150:6,13	155:6,14,24	<b>locating</b> 44:7	<b>looking</b> 22:16
<b>licenses</b> 48:20	156:18 158:3,16	<b>location</b> 50:24,25	85:20 90:25
144:7	159:10 160:7	51:4,7,15 52:19	155:10 162:11
<b>lichten</b> 2:3	161:8,25 163:9	53:5,15,15 55:9	167:18 168:5
<b>life</b> 116:25	164:3 167:15	108:14 165:10	183:7
<b>light</b> 2:7	168:12 171:14	176:23 187:7,7	<b>looks</b> 90:11,17
<b>limited</b> 29:23	<b>little</b> 8:6 13:20	<b>locations</b> 14:20,23	125:8 178:19
<b>lindenhurst</b> 13:17	14:17 25:8 31:8	15:22 16:7 110:17	179:19 181:5,10
24:18 26:23 76:6	40:22 41:3 59:8	110:23,24 149:8	<b>lose</b> 72:9
<b>line</b> 155:6,14,14	62:21 129:7	149:12 176:15	<b>loss</b> 18:23
155:24 156:18,22	153:16 157:25	<b>lockhard</b> 146:20	<b>lost</b> 82:23 128:2
159:9 160:2,7	186:6	<b>lockhorn</b> 146:21	<b>lot</b> 43:5 47:23
161:8 163:9 164:3	<b>live</b> 15:10,12	<b>logistic</b> 37:15	59:25 67:18 78:16
168:11 170:4	116:22,23	<b>long</b> 9:18 12:2	97:17 106:8
171:8 172:14	<b>lived</b> 13:18 15:5	13:18 14:8,15	108:25 109:2
193:4,7,10,13,16	15:25 16:4 25:2	20:12 23:4 24:21	119:15 160:24,24
193:19	59:24 105:6,15	24:23 26:5 27:23	169:9 178:3
<b>lines</b> 138:24	107:9 108:9 113:7	40:25 47:20 62:19	183:21
<b>linkedin</b> 35:19	<b>lives</b> 175:3	72:25 84:7 95:6	<b>loud</b> 8:7
36:2,7 37:9	<b>living</b> 13:15,22	95:17 96:7 114:4	<b>low</b> 189:6
<b>liss</b> 2:3	26:6 51:21 76:12	127:18 150:8,11	<b>lower</b> 63:5 123:21
<b>list</b> 33:18 41:5	76:23 77:11,15	172:18,19 184:5	<b>lowest</b> 135:9,11,15
43:5,8 47:24 48:2	106:4,14 107:9	185:25,25	<b>lunch</b> 153:14
48:3 79:25 80:17	108:22 109:7,18	<b>longer</b> 26:9 34:25	<b>m</b>
80:21 155:9	175:19	35:8,11 106:5	<b>m</b> 5:5,5,19,20,21
162:14 164:25	<b>llc</b> 18:19 20:10	107:8 112:7	83:11
165:24 175:5	21:22 22:2,8	161:15	<b>ma</b> 2:5
<b>listed</b> 24:19 31:22	24:16 27:11 30:22	<b>longest</b> 104:19	<b>machinery</b> 156:21
32:14 33:19 34:5	31:2 38:4,13	106:13 111:25	<b>mail</b> 11:19 54:22
34:19 75:23 80:25	47:18 84:25 91:13		182:7,24 183:8,12

**[mail - minors]**

185:4 <b>mails</b> 182:5 192:18 <b>main</b> 71:21 <b>maintain</b> 59:6 67:10,24 68:6,14 69:8,8,9 70:11 132:19 <b>maintained</b> 68:23 <b>maintains</b> 68:14 <b>maintenance</b> 67:15,16 68:10,11 68:12 143:15 <b>making</b> 8:9 22:13 37:8 55:12,14,25 104:17 112:14 134:12 169:12 <b>management</b> 21:5 21:9,13,20,23 22:16 23:25 44:2 44:4 <b>manager</b> 54:22 55:3 146:23 147:13 148:23 182:14,17 <b>managers</b> 146:14 146:17 147:8,16 <b>manifest</b> 136:23 <b>manufacturer</b> 138:17 <b>march</b> 25:17 26:5 <b>mario</b> 81:4 <b>mark</b> 89:14 <b>marked</b> 35:18,20 89:23,25 122:11 122:18 141:21 142:6 154:14,16 154:19 177:25 178:6 180:10,12 182:3,5	<b>marriage</b> 191:17 <b>materials</b> 187:6 <b>math</b> 105:22 106:2 117:7 <b>matter</b> 4:8 6:23 38:19 101:3 191:19 <b>mc</b> 95:25 97:8 <b>meals</b> 160:8,10,12 161:6,7 <b>mean</b> 37:11 64:22 68:8 100:23 117:5 117:9 119:21 131:5 135:23 140:3,3 143:3 <b>means</b> 37:11 82:6 82:9 126:19 <b>meant</b> 110:24 <b>measuring</b> 93:19 <b>mechanical</b> 67:14 <b>media</b> 4:5 37:10 37:12 71:2 102:14 154:10 189:22 <b>medication</b> 10:15 <b>meet</b> 11:9,12,14 11:23 12:2 56:20 <b>meetings</b> 149:17 150:18,22 <b>member</b> 22:8 <b>members</b> 43:14 <b>memo</b> 123:20 <b>memory</b> 40:24 104:13 <b>men</b> 103:16 <b>mendez</b> 63:6 <b>mendon</b> 61:8,19 64:24 66:10 67:9 68:4 145:15 156:8 <b>mention</b> 12:21 38:3,5	<b>mentioned</b> 14:24 23:24 26:2,8 29:22 30:15 39:24 40:2 46:12 59:22 63:4 66:10 68:3 80:12 93:14 97:21 103:12 104:24 133:11,25 135:4 144:18 146:13 148:3 152:11 166:23 173:3 182:13 <b>mentions</b> 37:14 <b>merchandise</b> 56:4 56:6,8 57:3,4 138:4 140:5 170:18 <b>messed</b> 69:18 139:5 <b>met</b> 43:18 <b>michael</b> 55:5,6 146:22 <b>mid</b> 15:21 29:11 84:5 186:12 <b>middle</b> 5:17,20 9:15 32:7 <b>mike</b> 1:3 4:8 182:8 182:13 183:24 193:1 194:1 <b>mile</b> 20:22 22:14 45:13 46:14 186:20 <b>mind</b> 46:21 153:22 170:21 <b>mine</b> 96:3 <b>minimal</b> 32:25 33:2,6 <b>minimum</b> 136:14 136:16 <b>minor</b> 37:19 38:4 132:18	<b>minors</b> 1:16 2:4 4:6 5:1,11,19,21 6:1,7 7:1 8:1 9:1 10:1 11:1 12:1 13:1,9,13 14:1 15:1 16:1 17:1 18:1,19 19:1 20:1 20:9,12,18 21:1,18 22:1,20 23:1 24:1 24:16 25:1,10 26:1 27:1,11,14,16 28:1,19 29:1 30:1 31:1,11,25 32:1,5 32:6,14,18,21 33:1 34:1,5 35:1,23 36:1 37:1,14 38:1 38:13,14,17,22 39:1,10,14,19,19 40:1,17 41:1 42:1 42:13 43:1,3 44:1 45:1 46:1 47:1,18 48:1 49:1 50:1,2 50:25 51:1 52:1,5 53:1 54:1,9 55:1 56:1 57:1 58:1 59:1,11 60:1,10,19 61:1 62:1 63:1 64:1 65:1 66:1,14 67:1 68:1 69:1,20 70:1,10 71:1,6,11 72:1,12 73:1,15 74:1 75:1,25,25 76:1,24 77:1 78:1 79:1,10 80:1,2,7 81:1,2,21,23,24 82:1,2 83:1,11,18 83:20 84:1,7,20 85:1,10 86:1 87:1 88:1 89:1,13 90:1 90:5 91:1,12 92:1 92:4,14,15 93:1
--	--	---	--

**[minors - necessarily]**

94:1,12,20 95:1,2 96:1 97:1,10 98:1 99:1,23 100:1,8 101:1 102:1,2,18 102:21,25 103:1 104:1 105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1,7 115:1 116:1,9 117:1 118:1 119:1 120:1 121:1,3 122:1 123:1,5,6,15 124:1 125:1 126:1 127:1 128:1 129:1 130:1 131:1,15,18 132:1 133:1,24 134:1 135:1 136:1 136:2 137:1,5,12 138:1 139:1,5 140:1 141:1 142:1 142:3,9 143:1 144:1,5,8 145:1,4 146:1,18 147:1 148:1 149:1 150:1 151:1,5 152:1 153:1,19 154:1,12 155:1,3 156:1 157:1 158:1 159:1 160:1 161:1 162:1 162:3 163:1 164:1 165:1,21 166:1,11 167:1 168:1 169:1 170:1 171:1,17 172:1 173:1 174:1 174:6 175:1 176:1 176:7,21 177:1 178:1 179:1 180:1 180:20 181:1 182:1 183:1 184:1 185:1 186:1,14,18	187:1 188:1 189:1 189:24 190:1,10 191:1,10 192:1,5 193:2,24 194:2,4 194:12 <b>minusing</b> 181:9 <b>minute</b> 70:18 153:24 156:12 <b>minutes</b> 12:4,5 154:3 189:12 <b>minutia</b> 73:9 <b>miscellaneous</b> 157:23 <b>mislead</b> 8:23 <b>missed</b> 152:17 <b>missing</b> 90:22 <b>misspoke</b> 21:12 129:23 <b>mistake</b> 24:22 31:24 32:4,16 75:17 <b>mistaken</b> 94:24 95:5,7 <b>mitsubishi</b> 61:7 66:22 120:16 <b>mixing</b> 29:20 <b>mjp</b> 1:6 4:12 <b>mom</b> 117:2 <b>mom's</b> 108:23 109:8 118:5 165:23 <b>moment</b> 6:11 120:25 166:5 182:24 183:2 <b>monday</b> 129:24 <b>money</b> 28:4,6 55:21,25 57:7,10 72:9 85:21 86:3,5 92:10 98:25 99:2 114:16 116:8,12 130:24 134:17	152:21 159:25 161:3 162:2,6 170:23,25 171:7 178:24 179:2 <b>monies</b> 56:24 <b>monroe</b> 2:9 <b>month</b> 85:15 87:21,22 88:6,21 88:22 105:13 <b>monthly</b> 116:21 117:20 <b>months</b> 11:21 13:21 21:14 29:12 60:2 61:15 62:22 64:23 68:11 84:9 84:11,14 88:12 95:23 105:21 107:21,21 108:3 108:10,21 111:21 127:23,24 128:2 152:24,24 186:4 <b>morning</b> 4:21 5:11 72:5 78:3 101:12 101:13 161:2 <b>mornings</b> 150:2 <b>mother</b> 116:24 <b>mother's</b> 108:18 108:20 117:4,11 <b>motions</b> 192:12 <b>motor</b> 186:25 <b>mouth</b> 43:4 <b>move</b> 15:19 25:3 55:10 108:17 112:21 113:5 117:3,10,13 175:10 187:6 <b>moved</b> 15:17 25:5 25:25 26:22,24 51:24 58:5,8 76:5 76:8,23 86:23,24 104:24 105:9	108:13,14,25 109:2 110:19 111:6 112:8 117:11 118:3,8 165:3 166:24 174:13 <b>moving</b> 25:24 26:16,20 27:7 108:16 135:3 169:11,19 <b>myers</b> 126:16 <b>n</b> <b>n</b> 2:2 3:2 5:5,20,20 5:21 27:17 192:2 <b>nacks</b> 157:25 <b>name</b> 4:14 5:12,17 5:18,20,20 22:19 23:6 27:15,16 32:7,8 38:12,15,17 55:5 64:12 74:21 74:24 75:5 82:2,8 82:9,11,11,13,14 82:14,16 83:15 84:25 85:2,2,5,6,6 91:10 103:8,10 104:6 119:3,4,5,7 120:14 128:16,21 145:5,17 152:19 187:11 <b>named</b> 19:3 82:7 <b>names</b> 13:10 33:3 50:9 75:21 80:22 81:25 86:15,17 167:7 181:13,20 <b>national</b> 63:20 64:11 <b>nature</b> 18:21 <b>nearing</b> 153:12 <b>necessarily</b> 131:5 184:2
---	--	---	---

[necessary - okay]

<b>necessary</b> 33:24 194:6 <b>need</b> 9:12,18 38:25 42:10 49:10 71:6 78:20 92:15 <b>needed</b> 48:10 52:22,24 53:8 54:6 61:24 64:19 65:5 71:20 78:10 85:21 86:12 93:15 98:3,4 100:4 148:16,17 178:24 179:3 187:6 <b>negative</b> 116:5 152:22 <b>negligence</b> 138:24 <b>negligent</b> 140:18 <b>negotiate</b> 44:10 46:6 <b>negotiated</b> 46:2 <b>neighborhood</b> 132:8,9 <b>net</b> 127:5 <b>never</b> 6:9 23:20 37:9 41:6 57:2 64:24 68:12,17 89:18 91:19,22 92:5 110:7 111:12 113:10 117:11 119:21 120:22,22 121:23 134:4 149:21 151:5 168:20 <b>new</b> 1:2,20 4:11 5:7 13:17,24 14:4 14:6 15:8,8 16:3 16:13 17:6 22:11 22:16,18 24:18,20 25:9 26:20 27:3,7 28:23 58:24 78:19 99:13,21 100:4	101:22,23 106:6 106:15 107:6,21 107:22 108:3,5,9 108:12 110:18 118:4,20 119:16 120:7 134:12 142:22 145:11 151:9 152:12 153:5,6 168:21 176:15 177:22 187:20 191:3,8 <b>nice</b> 149:13 <b>nicks</b> 157:25 <b>night</b> 78:2,4 79:8 <b>nine</b> 13:21 141:24 166:15,18 <b>nnamdi</b> 5:19 <b>nodding</b> 8:9 <b>normal</b> 7:15 <b>notary</b> 1:20 5:7 191:7 194:13,19 <b>note</b> 178:5,10,22 192:19 <b>noted</b> 190:7 194:7 <b>notes</b> 189:12 <b>notice</b> 1:17 54:23 55:3 184:25 185:4 185:5 <b>november</b> 54:23 54:24 83:18,25 91:15 105:18 184:17 <b>number</b> 4:5,11 39:8,19 40:3,7 42:12 45:8 71:3 102:14 129:11 130:2 136:11 143:9 158:4 160:9 161:23 163:9,24 165:18 167:14 175:14 176:2	178:8 <b>numbered</b> 124:12 125:9 129:2 141:24 163:8 165:8 166:7 169:23 178:14 182:4 <b>numbers</b> 40:23 181:13 <b>o</b> <b>o</b> 3:2 5:5,5,19,21 83:11 85:6 123:6 123:14 <b>oath</b> 3:12 9:21 10:4 71:7 102:18 154:13 <b>objection</b> 115:11 <b>objections</b> 3:21 <b>obtain</b> 48:19 144:4 144:8,12,14 145:2 <b>obtained</b> 69:24 <b>obvious</b> 74:10 <b>obviously</b> 38:14 56:17 59:21 69:2 125:18 <b>occasional</b> 29:5 <b>occasions</b> 29:3 <b>occurred</b> 138:9 <b>october</b> 111:8,15 124:20,21 125:11 125:15 126:6,7,14 <b>odd</b> 185:22 186:2 186:5 <b>office</b> 92:24 148:23 149:15,22 149:24 174:19,21 174:22,24 <b>officer</b> 34:23 36:20 <b>officers</b> 34:19 39:6	<b>offices</b> 149:8,13,16 <b>official</b> 6:16 <b>officially</b> 54:21 <b>oil</b> 68:13 <b>okay</b> 5:24 6:5,6,24 7:10,11 8:3,4,19 9:3,4,9,18,19 12:17 14:7,11,19 16:6 17:7,20,23 18:3,9,21 19:7,19 21:25 23:17,24 24:15 25:5,9,13,25 26:8,22 31:7 32:17 34:18 35:3 35:15,24 37:3 38:3,8,21 40:16 48:19 49:5,12,17 49:24 50:24 51:5 51:12 53:13,23 61:23 62:23 63:11 63:24 66:9 67:8 67:21 70:2,5,10 71:7,17 72:6,11 73:8 74:23 77:25 82:25 85:14 86:11 86:14,25 87:4 89:20 90:17 92:2 92:17,19,23 97:10 100:11 104:14,23 105:6,15 106:13 106:20 108:8,20 109:16 110:25 111:24 113:3 115:7 116:14 118:25 119:17 134:15 144:7 145:4 149:21 150:9 152:7 153:8 156:4,14 158:3 159:7,18 160:11 160:18 161:8,22
---	---	---	---

[okay - partner]

162:14,20 163:14 164:7,12,21 167:24 169:5,15 170:24 174:15 177:2 179:10,19 180:3 183:6 185:10 187:21 188:11 189:8 190:4 <b>okeif</b> 81:11 <b>old</b> 101:24 136:25 <b>older</b> 63:14,14 <b>once</b> 24:24 42:9 43:18 44:10 47:21 48:13 74:21 115:19 136:13,15 142:22 145:10 152:20 172:4,5 183:2 <b>ones</b> 14:24 47:20 106:11 168:22 <b>online</b> 47:22 48:12 85:20 <b>opened</b> 140:12 <b>opening</b> 34:14 <b>operate</b> 144:4 177:19,21,22 <b>operated</b> 145:6,9 <b>operating</b> 50:2 65:4 69:21 70:6 70:12 73:14,16 76:25 94:3 110:9 119:16 144:15 146:18 147:14 156:5 159:18 166:23 167:2 177:19 185:7 187:21,25 188:3,9 188:12 <b>operation</b> 92:15 112:25 143:14	<b>operations</b> 59:4 89:15 109:9 112:5 184:11,13 <b>opportunity</b> 85:24 <b>opposed</b> 8:9 51:16 130:16 172:6 <b>option</b> 62:10 <b>order</b> 7:8 12:3,7 28:7 41:25 61:25 68:22 80:18 84:16 93:21 96:11 97:22 144:4,10 149:22 177:19,21,22 <b>orders</b> 148:21 <b>organization</b> 20:16 30:3 <b>organizations</b> 30:20 <b>organize</b> 21:25 <b>organized</b> 22:7,10 29:23 <b>orientation</b> 88:15 <b>original</b> 3:9,17 <b>originally</b> 29:22 <b>outcome</b> 191:18 <b>outs</b> 186:7 <b>outside</b> 100:14 <b>outsourced</b> 110:8 <b>overall</b> 46:6 125:3 <b>overcharge</b> 55:15 <b>overhead</b> 85:23 114:18 116:2,3,24 134:20,24,25 <b>overlapped</b> 95:16 156:12 <b>overlooked</b> 143:2 <b>overnight</b> 79:9 <b>oversee</b> 34:17 <b>owned</b> 14:22 18:19 32:10 145:10 147:24	185:14 <b>owner</b> 20:9 31:12 88:14 91:11,12 114:7 <b>owner's</b> 115:16 <b>owners</b> 121:2 <b>ownership</b> 27:10 27:20 111:2 <b>owns</b> 175:4  <b>p</b> <b>p</b> 2:2,2 3:2 170:6 <b>p.c.</b> 2:3,8 <b>p.m.</b> 102:10,16 154:5,10 189:18 189:23 190:6,7 <b>pads</b> 97:22 98:4,19 <b>page</b> 35:19 36:14 90:18,19 91:4,8 122:15,17 123:3 124:14 129:2,4,6,6 129:8,12 141:24 141:25 143:8 155:2,24 156:18 158:15 159:8 161:13,23 163:8 163:23 164:22 165:8 167:13,13 169:25 174:5,5 175:23 180:23 183:5,7 192:4,17 193:4,7,10,13,16 193:19 <b>pages</b> 90:22 122:13 124:11 129:11 165:7,18 166:6 168:9 169:23 175:14 <b>paid</b> 39:16 51:17 51:19 75:16,25,25 85:4,24 116:8,12 116:18 118:10	121:10 123:12 125:4,24 128:10 130:4 135:6,10,13 136:2,5,10 137:5 137:19,22 155:21 162:10 168:13 171:9,16,19 173:17 176:21,24 <b>painful</b> 73:8 <b>palm</b> 174:9,14 <b>pan</b> 120:4 <b>pants</b> 101:20 <b>paper</b> 38:2 <b>paperwork</b> 34:13 43:19 64:5 74:21 75:12 112:12 136:21 137:2 153:2 158:22 <b>paragraph</b> 143:9 <b>parent</b> 116:24 <b>park</b> 15:14 <b>part</b> 19:4,6 29:16 67:4 89:15,22 103:17,23 104:7 122:25 133:7 139:2 141:5 146:10 157:9 159:19 161:5,13 162:24 163:18 <b>particular</b> 6:12 41:14,24 42:18 55:8 121:8,13 136:12 138:10,13 139:20 179:13 180:3 181:15 <b>particularly</b> 73:11 <b>parties</b> 3:7 29:6 170:15 191:16 <b>partner</b> 30:11 163:12
---	---	--	---

**[partners - picking]**

<b>partners</b> 163:9	<b>payroll</b> 133:13	<b>performed</b> 41:23	<b>person</b> 33:8 46:5
<b>partnership</b> 23:22	<b>pdf</b> 42:4	82:17 85:9,10	74:13 81:24 82:12
30:4 61:20 62:5	<b>peak</b> 78:17	86:20 121:7	83:13 101:2
108:7 163:21	<b>penalize</b> 138:20	126:11,20 176:22	104:11 117:25,25
<b>party</b> 29:2 57:8	<b>penalized</b> 101:17	<b>performing</b> 33:14	147:22 180:5
170:7,17 171:4	<b>penalty</b> 10:5	40:13 45:13,21	<b>person's</b> 181:20
<b>pass</b> 137:14,18	<b>pending</b> 9:16	50:5 51:2,6 52:6	<b>personal</b> 6:23
139:2	<b>penske</b> 55:15,17	52:18 55:9 57:18	25:23 71:13,15
<b>passed</b> 67:15	56:7 63:2,17,18,19	60:17,18 62:2	79:18 93:10,11
140:25	63:25 64:9,19,25	72:13 87:7 88:8	115:8 116:14,25
<b>paste</b> 37:6 157:24	65:18,25 164:9,14	89:3,7 91:20 92:6	119:4 132:12
<b>patience</b> 190:2	<b>people</b> 34:14 39:2	106:6,12 107:5,7	165:9 175:15
<b>pay</b> 43:10 44:18	39:25 40:18 42:23	109:13 112:20	<b>personally</b> 18:12
45:12,15,15,17,23	43:11 44:7 58:13	<b>period</b> 39:21	19:25 23:7 72:14
46:3 56:15,21,22	58:17,18,18,21	40:16 52:7,15,18	73:20 76:14 77:6
56:23 65:25 75:15	59:6 76:15 80:2,6	53:17 54:2 57:23	88:7 96:14 103:7
79:13,17 85:3	80:17,25 81:2,6,10	62:13,14,16 72:11	104:15,20 106:16
92:9 94:5 114:9	81:14,22 82:5	72:19 73:3,12	107:5 112:20
114:11,14,14,19	86:12 100:24	76:20,22 77:13	121:7 122:7
114:23 115:8,24	106:11 148:9	83:17,23 85:15	132:16 133:21
116:7 118:7	152:3 166:15,18	89:8,15 94:14	<b>pertain</b> 128:11
121:18,19,21,22	167:10 171:12	96:16 102:2 103:5	155:16,20 157:21
121:23,25 134:13	172:7,8,11,12	105:8 106:3	162:5,15 163:11
134:22 135:20	<b>people's</b> 86:15	110:18 111:7,18	181:3,14
136:14 138:12	<b>percent</b> 27:22 28:3	112:2 114:10,25	<b>pertains</b> 156:15
139:19,21,22,24	28:7 30:13 32:11	115:3 126:12	160:9 161:9
139:25 140:15,16	103:24 134:14	127:14 128:7	170:11,18
140:19 143:13	181:17	132:13 135:17	<b>phone</b> 10:3 11:16
160:16 170:22	<b>percentage</b> 57:5	136:6 146:25	11:18 12:3,24
171:21 174:2	<b>perform</b> 41:20	156:9,11 169:16	42:3 92:22 93:10
<b>payable</b> 162:15	44:8 52:14 53:14	169:20 186:2	93:11
167:16	59:15 60:9 65:5	<b>periodically</b> 72:23	<b>phones</b> 93:2
<b>paycheck</b> 85:3	77:16 81:6 93:15	<b>periods</b> 16:7 54:16	<b>photo</b> 35:25 36:4
<b>paychecks</b> 133:14	93:22 96:11 97:22	111:19 112:7	<b>physical</b> 69:9
<b>paying</b> 33:10	99:24 103:7	126:3	112:14 138:21
45:14 57:9 164:4	106:16 122:8	<b>perjury</b> 10:5	<b>physically</b> 64:8
<b>payment</b> 121:5	144:10 164:17	<b>permanently</b>	88:14 113:2
131:12 143:24	166:20 173:14,20	117:13	174:24
<b>payments</b> 113:4	187:18,19	<b>permits</b> 48:20	<b>pick</b> 72:7 75:18
113:13,17	<b>performance</b>	144:3,12 145:2	<b>picking</b> 64:8
	45:24 130:8,11,14		



[picture - put]

<p><b>picture</b> 101:14,15</p> <p><b>pictures</b> 69:10</p> <p><b>piece</b> 37:3</p> <p><b>place</b> 43:8 96:4 117:10,12,17 118:4 146:5,7 150:7</p> <p><b>placed</b> 145:18</p> <p><b>plaintiff</b> 1:16 2:4 18:24</p> <p><b>plaintiffs</b> 1:4 4:25 19:4</p> <p><b>plan</b> 175:9</p> <p><b>planned</b> 109:21</p> <p><b>plaque</b> 146:2</p> <p><b>plates</b> 188:6</p> <p><b>pleasant</b> 151:5</p> <p><b>please</b> 7:17 9:8 102:8 122:15 175:13</p> <p><b>plumber</b> 45:3 150:7</p> <p><b>plus</b> 72:8 152:23</p> <p><b>pocket</b> 121:22 139:15</p> <p><b>point</b> 6:2 8:14 25:12 76:8 100:18 104:23 110:5 117:5 140:18 152:2</p> <p><b>points</b> 65:20,21</p> <p><b>portion</b> 90:8 123:20 137:20 140:24 143:7 155:19 163:14</p> <p><b>position</b> 29:13 34:15</p> <p><b>positions</b> 48:2 74:12</p> <p><b>possible</b> 45:19</p>	<p><b>power</b> 153:14</p> <p><b>practice</b> 98:23</p> <p><b>pre</b> 35:18 89:23 122:11 141:21 154:14 177:25 180:10 182:3</p> <p><b>predominantly</b> 21:16 52:11,12 55:10</p> <p><b>preemptive</b> 68:17</p> <p><b>preferred</b> 64:18</p> <p><b>prepare</b> 11:6,24 12:7</p> <p><b>prepared</b> 131:22 131:25 132:7,16 132:23</p> <p><b>present</b> 2:12</p> <p><b>president</b> 32:19,24 33:3,18 34:6</p> <p><b>presumably</b> 83:14 98:19</p> <p><b>presume</b> 139:10</p> <p><b>presumed</b> 98:13</p> <p><b>pretty</b> 7:13 169:17 171:6</p> <p><b>price</b> 46:6,7</p> <p><b>primitive</b> 42:2</p> <p><b>printed</b> 75:21 168:15 169:8,9</p> <p><b>prior</b> 13:22 48:15 77:18 87:21,22</p> <p><b>privy</b> 23:10 162:18 163:4</p> <p><b>probably</b> 32:3 33:23,25 37:5 79:19 88:20 90:23 95:15,17 98:4 117:14 135:14 140:21 153:12 156:10 178:24</p>	<p><b>problem</b> 138:19 150:2</p> <p><b>procedure</b> 1:18</p> <p><b>proceed</b> 5:4</p> <p><b>process</b> 43:15 44:6 156:13 163:6</p> <p><b>processing</b> 98:9</p> <p><b>produce</b> 122:24</p> <p><b>produced</b> 89:22 159:3</p> <p><b>product</b> 56:7 98:10,11 138:18 140:11,14,15</p> <p><b>professional</b> 160:4</p> <p><b>profile</b> 35:19 36:2 36:8,11 37:8 192:16</p> <p><b>profit</b> 55:12 56:18 56:21 115:25 116:4</p> <p><b>profits</b> 56:22</p> <p><b>program</b> 41:25</p> <p><b>promissory</b> 178:5 178:10,22 192:19</p> <p><b>promoted</b> 33:23</p> <p><b>promotes</b> 47:23</p> <p><b>proof</b> 171:6</p> <p><b>proper</b> 152:25</p> <p><b>property</b> 14:19,23 118:11,13,14,15 131:7 156:2,19,20 157:3,14</p> <p><b>protect</b> 98:20</p> <p><b>provide</b> 10:11 19:19 20:19,21 80:3 83:21 84:8 84:17 87:23 90:12 94:12 96:15 100:7 143:12 184:24,25 188:15</p>	<p><b>provided</b> 21:4 23:20 28:13 36:23 37:15,20 77:6 95:10,11 125:2,21 162:23 180:18</p> <p><b>provides</b> 20:25</p> <p><b>providing</b> 23:18 39:25 40:18 54:12 61:2 73:21 76:4 80:21 140:8 143:19 186:18</p> <p><b>public</b> 1:20 5:7 191:7 194:19</p> <p><b>pull</b> 152:21</p> <p><b>pulled</b> 121:21</p> <p><b>purchase</b> 66:18 87:16 99:5 100:12 118:11,14,15,20 157:8</p> <p><b>purchased</b> 30:12 66:11,14 67:21,22 69:3 87:18 88:2 93:8 99:16 118:16 156:16 163:18</p> <p><b>purely</b> 134:9</p> <p><b>purpose</b> 71:19</p> <p><b>purposes</b> 30:21</p> <p><b>pursuant</b> 1:17</p> <p><b>pushed</b> 141:17 148:18,20</p> <p><b>pushing</b> 98:2</p> <p><b>put</b> 19:9 34:16 41:5,18 42:4 64:14 89:9 92:12 117:5 130:12,13 140:12 145:12 146:9 152:13,18 152:20 162:21 170:20 172:2 173:11,15,18,22 173:24</p>
--	--	---	--

**[puts - relation]**

<b>puts</b> 64:11 162:25 <b>putting</b> 38:2 172:9 173:6 <b>putty</b> 157:24	<b>reads</b> 142:2 <b>real</b> 83:13 <b>realized</b> 53:4 <b>really</b> 19:9 35:12 57:2 59:5,24 65:10 106:9 109:21,23 112:9 114:21,22 119:11 121:24 128:8 129:12 138:20 140:22 141:5 147:9,18,21 181:17	<b>receipt</b> 57:6,6,7,8 57:11 170:22,23 <b>receipts</b> 55:17 <b>receive</b> 17:7,15,20 18:6 20:5 29:8 49:2 121:2 123:9 123:11 125:5 131:15 <b>received</b> 113:14 113:18 121:5 123:7 125:20 135:25 176:14 <b>receiving</b> 17:24 <b>recess</b> 70:24 102:11 154:6 189:19 <b>recognize</b> 90:10 <b>recollection</b> 11:7 53:23 <b>record</b> 4:3,20 5:17 7:21 8:14,18 10:23 42:3 69:8 70:22 71:4 90:8 102:10,15 141:23 154:5,9 165:20 180:16 189:17,23 190:6 191:13 <b>recorded</b> 4:6 <b>records</b> 40:25 41:8 41:12,13,13,15 42:7 74:4,18 97:18 104:9 116:11,13,14,15 133:7 141:3 157:16 159:4 162:22 <b>recruit</b> 59:5 <b>red</b> 101:16 <b>redact</b> 55:16 64:16 <b>redacted</b> 164:24	<b>refer</b> 12:22 157:15 <b>referenced</b> 101:9 158:25 170:16 <b>referred</b> 5:14 20:22 137:6 <b>referring</b> 37:23 56:4 83:14 110:16 114:25 170:17 <b>refers</b> 91:12 171:11 <b>reflect</b> 181:4 <b>reflected</b> 181:14 <b>reflects</b> 131:12 176:24 <b>refrain</b> 7:18 <b>refrigerator</b> 136:25 <b>refused</b> 63:22 <b>regard</b> 148:7,8 <b>regarding</b> 30:17 61:24 67:10 <b>regardless</b> 75:22 <b>register</b> 25:20 108:5 120:18 <b>registered</b> 25:10 25:14 26:9 31:15 87:25 107:10 119:3,7,13 120:14 188:5 <b>regular</b> 67:16 68:10 116:18 172:6 <b>reimburse</b> 171:18 171:22 <b>reimbursement</b> 171:15,16 <b>relate</b> 131:10 <b>related</b> 27:18 32:5 179:4 191:16 <b>relation</b> 35:4
<b>q</b>			
<b>quani</b> 27:14,16 32:6,8 <b>quarter</b> 186:12 <b>quarterly</b> 115:20 <b>question</b> 7:13,15 7:17,19,21 8:3,24 9:15,16 30:25 39:22 40:6 76:21 77:5 80:12 91:18 94:7 112:18 115:14 138:11 140:7 151:4 176:18 <b>questioning</b> 8:22 <b>questions</b> 182:25 189:25 <b>quick</b> 70:17 <b>quickly</b> 124:13	<b>reason</b> 6:12 8:24 9:5 10:10,16 33:23,25 71:17 75:5 121:20 163:3 163:4 180:4 181:20 193:6,9,12 193:15,18,21 <b>reasons</b> 57:20 98:18 <b>recall</b> 15:20 23:6 25:5 31:16,23,24 31:25 32:3,17 33:22 34:6 40:16 47:7,9 52:13 55:2 59:11 60:4 61:2 62:20 69:23 72:21 72:24 75:3 79:24 82:18,20 84:4,10 90:25 96:17,19 106:17,18 119:22 120:22 137:21 142:9,13,19,21 147:2,15 155:8 159:22 160:4 161:11,12 167:7 168:13,22 181:5 183:12,19 185:6		
<b>r</b>			
<b>r</b> 2:2 3:2 5:5,5,19 5:21 83:11 170:6 191:2 193:3,3 <b>railroad</b> 36:21,25 <b>ran</b> 75:16 113:2 <b>randall</b> 81:3 <b>rare</b> 140:3 <b>rate</b> 44:10 62:7 66:2 <b>rates</b> 45:4,6 63:5 66:8 <b>rcwe</b> 123:21 <b>read</b> 142:24 143:3 170:14 182:24 194:5			



**[relationship - rough]**

<b>relationship</b> 35:5 43:17 94:21 115:5 <b>relatively</b> 182:23 <b>relocating</b> 175:8 <b>remember</b> 25:14 31:20 36:10 50:8 51:9 52:17 53:25 54:3,16 58:12 59:14 61:6,11 66:20 80:19,21 81:22,23 82:21 83:5,9 84:19 86:11,14 88:17 95:6,17,19,22 96:8 96:24 98:2,3 104:19 105:7,12 105:13 106:13 107:23 109:4 111:7,11 114:3,4 117:20 127:19 135:9 137:22 147:9,21 172:15 181:6 183:15 184:5 <b>remembered</b> 80:22 81:18 <b>remind</b> 71:7 <b>reminding</b> 102:17 154:12 <b>removed</b> 34:23 <b>rendered</b> 56:23 <b>rent</b> 14:19 63:22 63:24 65:14 117:21 118:7,10 164:4,4,19 <b>rental</b> 29:2 56:7 62:7 63:21 64:5 64:22 <b>rentals</b> 55:15 63:18 64:25 65:2 65:17,24 116:2	164:6,6,7,10,15 <b>rented</b> 14:22 63:20 117:18,23 157:4 <b>renting</b> 63:16 117:16 164:12,16 165:15 <b>repair</b> 68:6,8 <b>repaired</b> 67:11,25 159:17 <b>report</b> 31:21 33:18 141:14 <b>reporter</b> 4:15 5:3 7:5,20 8:19 <b>reporter's</b> 8:6 <b>reports</b> 31:17 <b>represent</b> 5:13 11:5 90:7 122:13 141:23 146:10 154:18 165:19 180:16 <b>representative</b> 66:6 100:20 <b>representatives</b> 22:4 101:11 149:7 <b>requests</b> 80:13,16 90:14 180:19 192:7,11 <b>required</b> 96:10 97:25 100:11 101:19 194:13 <b>requirement</b> 97:8 145:21 <b>requirements</b> 67:10,24 68:5 69:2,16 70:7 <b>reserved</b> 3:22 <b>resided</b> 16:5 <b>residential</b> 174:16 <b>resources</b> 89:9	<b>respect</b> 33:5 99:13 <b>respective</b> 3:6 <b>respond</b> 19:22 <b>response</b> 90:13 180:19 <b>responses</b> 89:22 89:24 135:5 192:20 <b>responsibilities</b> 110:5 <b>responsible</b> 109:8 131:6 138:3 143:19,24 <b>result</b> 20:6 <b>return</b> 7:25 <b>returns</b> 131:19,22 131:25 132:7,13 132:16 133:5 162:21 <b>revenue</b> 86:5 115:23 188:23,25 <b>reversed</b> 153:2 <b>review</b> 12:6,9 80:24 189:12 <b>reviewed</b> 12:17 <b>rex</b> 55:6,6 78:15 82:24 146:22 182:8,13 183:9,24 <b>rid</b> 156:12 <b>ride</b> 77:23 <b>right</b> 9:20,22 10:3 25:11 26:10 29:14 29:24 39:3,24 40:4 46:15 47:11 49:14 53:6,11 59:22 63:6 64:2 64:21 66:11,15 67:25 68:7,23 69:6 70:17 76:2 76:10 77:3 86:22 87:19 92:10 98:14	103:16 104:25 105:19 107:16,25 124:16,21 125:16 126:3,17 127:3 128:14,19,23 129:13,21 130:5,9 131:8,12 134:2 139:13 141:19 144:20 153:17 154:3 156:16 161:16 163:21 165:10 167:17,23 174:10 176:11 178:13 179:13,20 182:9,15 183:8 184:18 189:14 <b>riordas</b> 2:3 <b>robert</b> 50:10,13 <b>rochester</b> 51:7,15 51:18,24,24 52:7 52:10,12,12 53:15 54:4,7,11,21 55:2 55:9 57:19,25 58:6,19,20,21 73:13 76:9,19,24 77:2,9,16 78:19,25 79:15 82:24 86:24 89:4 106:10 107:12 108:15 113:8,9 117:14,17 117:19 124:2 128:4 130:22,23 146:14,19 147:17 149:2,8 150:10 177:7 182:14 <b>rodriguez</b> 165:21 <b>role</b> 34:9,11 <b>room</b> 10:24 70:20 <b>roommate</b> 118:10 <b>rough</b> 113:11,12
--	---	--	---

**[route - sense]**

<b>route</b> 52:23 55:13 55:13 72:5,7,8 75:17,18,19 103:19,22 104:5,6 <b>routes</b> 78:10 104:2 109:22 177:7 <b>rubber</b> 187:7 <b>rules</b> 1:18 7:4 148:20 <b>rulings</b> 192:9 <b>run</b> 52:23 65:11 65:11 69:19 112:24 120:10,12 134:16 184:10 <b>running</b> 78:13,16 107:22 109:10 112:12,25 157:9 184:12 <b>ryder</b> 63:3,19,25 64:5,9,10 164:9	41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1 82:1 83:1,15 84:1 85:1 86:1 87:1 88:1 89:1 90:1 91:1 92:1 93:1 94:1 95:1 96:1 97:1 98:1 99:1 100:1 101:1 102:1 103:1 104:1 105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1 115:1 116:1 117:1 118:1 119:1 120:1 121:1 122:1 123:1,6,15 124:1 125:1 126:1 127:1 128:1 129:1 130:1 131:1 132:1 133:1 134:1 135:1 136:1 137:1 138:1 139:1 140:1 141:1 142:1 143:1 144:1 145:1 146:1 147:1 148:1 149:1 150:1 151:1 152:1 153:1 154:1 155:1 156:1 157:1 158:1 159:1 160:1 161:1 162:1	163:1 164:1 165:1 166:1 167:1 168:1 169:1 170:1 171:1 172:1 173:1 174:1 175:1 176:1 177:1 178:1 179:1 180:1 181:1 182:1 183:1 184:1 185:1 186:1 187:1 188:1 189:1 190:1,10 191:1,10 192:1,5 193:2,24 194:2,4,12 <b>samorfa</b> 83:11 <b>samori</b> 32:18,18 32:21 81:2 <b>save</b> 173:25 <b>saved</b> 42:6 <b>saw</b> 45:15 46:21 46:22 <b>saying</b> 8:10,15 47:9 54:15 84:11 98:15 101:5 119:22 138:7 171:5 183:9 <b>says</b> 36:13,19 91:11 123:5,14,21 124:2,14 126:23 143:10 158:17 161:14,24 168:5 168:10 169:24 170:4 171:8 178:10 <b>scale</b> 46:4 <b>schedule</b> 71:13,16 155:2 164:25 <b>school</b> 16:13,18,19 16:24,25 17:3,5,23 24:8,9 29:20 <b>scope</b> 150:4 <b>scopelitis</b> 2:7	<b>scopelitis.com</b> 2:10 <b>scores</b> 150:3 <b>scott</b> 82:21 <b>screen</b> 13:2 35:25 <b>screwdriver</b> 93:18 <b>scribbling</b> 181:11 <b>sealing</b> 3:7 <b>sears</b> 46:23 47:21 56:14 80:10,11,11 109:23 138:19 140:5 147:22,23 147:24 148:2,3,4,6 148:8,11 149:15 <b>season</b> 78:17 <b>second</b> 62:14,17 62:22 102:5 143:8 175:23 183:7 186:11 <b>secondary</b> 89:10 89:12 <b>secretary</b> 31:18 <b>section</b> 163:2,3 <b>see</b> 10:21 32:15 41:6 46:20 47:25 57:2 122:22 123:22 124:13 125:12 129:14 143:10 158:17,18 169:25 170:8 176:5 178:11,15 180:22 <b>seen</b> 142:3 154:20 <b>seldom</b> 53:2,5 79:6 <b>select</b> 132:6 <b>self</b> 21:21 <b>sell</b> 67:3,4 98:11 <b>send</b> 152:25 <b>sense</b> 7:14,22 8:11 8:25 13:3 159:12
<b>s</b>			
<b>s</b> 2:2,10 3:2,2 5:5,5 5:19,21 83:8,11 193:3 <b>sable</b> 15:14 <b>safety</b> 70:7 <b>salary</b> 45:18 114:6 114:22 121:24 <b>samora</b> 1:16 2:4 4:6 5:1,19,20 6:1 7:1 8:1 9:1 10:1 11:1 12:1 13:1,9 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1			

[sent - sorry]

<b>sent</b> 12:11,14 80:13 104:2 141:4 <b>sentence</b> 143:9 <b>separate</b> 65:16 69:5 127:2 147:19 148:14,15 157:11 <b>served</b> 90:14 <b>service</b> 3:16 20:20 23:20 80:18 86:8 169:6 173:5 <b>services</b> 20:18,22 20:25 21:3 22:14 23:18,19 28:13 33:15 36:23 37:15 37:20 40:2,13,18 44:8 50:5 51:2 54:12 56:23 59:15 62:2 73:21 76:5 77:6 80:3 81:7 82:17 83:21 84:8 84:17 85:8 87:24 88:8 91:20 92:6 94:13 95:10,11 96:11,16 99:24 103:7,10 106:6 121:7 122:8 144:11 160:4 164:17 166:20 186:18 188:15 <b>servicing</b> 87:10 <b>serving</b> 87:14 <b>session</b> 4:19 <b>set</b> 29:3 40:23 45:8 45:18 77:21 89:11 93:18,25 152:5 191:11,21 <b>sets</b> 93:18 <b>setting</b> 10:2,21 <b>settlement</b> 20:6 57:15 65:15 74:24 75:6,23 82:3	102:21 103:15 124:15,18,23 125:6,14 126:15 127:7,8 128:11,13 128:17,22 130:15 131:3,4,11 176:14 179:17,23 180:5 180:11,17 181:15 181:21 <b>settlements</b> 74:22 <b>seven</b> 68:11 80:25 81:16 90:22 186:4 <b>shaking</b> 8:10 <b>share</b> 13:2 30:22 30:23 <b>shaw</b> 50:10,13,16 <b>sheds</b> 186:7 <b>sheet</b> 161:25 167:22 <b>sheetrock</b> 45:5 <b>sheetrocking</b> 186:7 <b>shirt</b> 101:6,17,20 101:22,23,24 <b>shirts</b> 101:7,21 <b>shop</b> 66:8 88:3 146:6 <b>short</b> 59:24 70:24 77:13 96:16 102:7 102:11 121:21 154:6 182:23 189:19 <b>shorter</b> 16:6 <b>shortly</b> 70:2 <b>shot</b> 35:25 <b>show</b> 33:4 41:9,13 41:15 57:7,9,10,14 64:7,10 74:5 103:20 115:24 <b>showed</b> 44:12 140:13	<b>showing</b> 74:6 88:15 104:9 116:11 <b>shows</b> 124:25 125:2 128:16 129:19 130:2 151:17 <b>shut</b> 112:5 134:20 <b>side</b> 58:15,16 145:13,19 146:9 146:12 148:18 169:11 <b>sign</b> 64:4 67:13 91:19,21,23 142:22 <b>signature</b> 91:7 178:16 191:23 <b>signed</b> 3:10,12,15 68:4 84:18,20,23 91:23 142:20,22 142:25 143:18 <b>signing</b> 142:17 <b>similar</b> 19:7 <b>similarly</b> 9:5 <b>simpler</b> 30:24 <b>single</b> 103:18 139:14 <b>sir</b> 92:8 <b>sister</b> 27:19 30:12 32:10 163:15,18 <b>sisters</b> 163:11 <b>sit</b> 158:7 <b>sitting</b> 10:7 158:10 160:14 <b>six</b> 42:16,16 60:2 62:22 64:22 84:11 84:14 85:15 124:11 127:7,11 140:21 186:4,4 188:17	<b>skimmed</b> 143:2 <b>small</b> 37:16 46:4 178:9 <b>smaller</b> 69:16 111:19 <b>smallwood</b> 83:5 <b>sminor</b> 90:9 122:16 124:12 154:19 159:8 167:14 178:9 180:15 182:4 <b>sminors</b> 91:4 129:3 158:16 <b>social</b> 37:10,12 <b>socket</b> 93:17 <b>software</b> 41:24 <b>sold</b> 112:24 185:19 <b>solutions</b> 4:17 <b>somebody</b> 41:4 74:2 75:19,19 82:7 103:9,20 104:5,5 134:13 <b>someplace</b> 108:17 <b>somewhat</b> 153:11 <b>sorry</b> 14:13,15 15:8 21:12 24:11 27:15 29:20 39:23 44:19 47:8 50:25 52:2 53:4 54:7 57:22 58:8 60:9 62:25 71:23 76:7 76:8 77:8 84:13 94:7 99:11,11 105:3 108:12 109:6,11 113:4 129:23 135:23 140:7 144:23 155:14 169:5 174:17 183:9 189:3,6
---	---	---	---

[sort - sure]

<b>sort</b> 6:5 10:15 19:23 20:6 48:23 184:25 <b>sound</b> 25:17 34:20 <b>sounds</b> 116:17 <b>south</b> 55:14 <b>space</b> 92:24 149:22 <b>speak</b> 11:16 13:6 30:16 60:20 103:17 149:22 <b>speaking</b> 46:14 <b>specials</b> 137:6,7,8 137:13,19,23 <b>specific</b> 37:23 70:6 91:25 109:3,4 110:24 139:18 143:7 144:3,7,12 144:14 145:21 148:5,7 <b>specifically</b> 11:23 53:16 68:22 108:16 109:12 <b>spectrum</b> 109:24 <b>spell</b> 5:16 <b>spent</b> 16:6 155:7 160:3 162:6 <b>spirit</b> 23:2,3,5,8,9 <b>split</b> 118:2 <b>spoke</b> 11:12 36:22 81:3 96:20 103:4 <b>spoken</b> 11:4,15 <b>spring</b> 60:5 72:22 <b>sputed</b> 100:25 <b>ss</b> 191:4 <b>stamped</b> 143:8 <b>stand</b> 101:11 148:19 150:2,3,18 150:22 <b>standard</b> 104:8	<b>stands</b> 124:4 <b>start</b> 15:9 21:18 33:14 43:16 44:22 49:8 <b>started</b> 5:16 7:3 19:15 21:4,7,11 28:17 37:7 45:12 48:14,20 51:6 53:17 59:18 60:14 61:9,25 66:5 87:20 96:25 97:5 97:5 99:5,9 185:23 <b>starting</b> 115:5 <b>starts</b> 90:18 <b>state</b> 1:20 5:7,16 30:20 31:18 66:6 96:5,10 99:21 144:19,22,25 145:11 151:8 152:12 177:18 187:8 191:3,8 <b>stated</b> 135:5 <b>statement</b> 74:25 75:6,24 82:3 103:15 124:16,24 128:13,17 130:15 131:3,4,11 162:10 168:11 180:12,17 181:15,22 192:21 <b>statements</b> 57:15 102:21 124:19 125:6,15,15 126:10,15 127:7,8 128:11,22 132:19 132:24 133:3,4,6 161:25 167:13 168:10 179:17,23 180:5 <b>states</b> 1:2 15:5,7 15:25 16:4 19:11	174:5 <b>stating</b> 61:6 <b>stay</b> 78:23 79:3,4,7 79:8 109:8 <b>stayed</b> 58:23 112:4 175:12 <b>staying</b> 108:8 175:11 <b>steve</b> 22:20 59:11 75:24 <b>stickers</b> 146:8 <b>stipulated</b> 3:5,20 <b>stipulation</b> 185:3 <b>stkpwhr</b> 114:21 <b>stm01</b> 158:17,20 158:25 <b>stn01</b> 161:14 <b>stole</b> 140:5,11,16 <b>stolen</b> 141:7 <b>stone</b> 40:23 <b>stop</b> 51:17 55:8 57:18 <b>stopped</b> 54:10 108:21 <b>stopping</b> 60:23 <b>stops</b> 129:20 130:3 130:5 136:12 <b>storage</b> 100:6 172:14,16,20,22 172:25 173:7,9,11 173:12,16,21 <b>store</b> 146:4 <b>stored</b> 173:15,17 <b>straight</b> 117:7 <b>strap</b> 138:23 <b>straps</b> 157:23 <b>street</b> 2:4,9 <b>stress</b> 97:25 <b>stretch</b> 104:19 106:14 111:25	<b>stretches</b> 72:25 <b>structure</b> 174:23 <b>stub</b> 85:3 <b>stuck</b> 68:19 <b>study</b> 18:3 <b>stuff</b> 38:2 112:12 133:9 168:16 169:10 173:18 <b>style</b> 116:25 <b>subcontracted</b> 58:22 <b>subcontracting</b> 41:10 <b>subcontractor</b> 45:7 139:16 <b>subcontractors</b> 38:24 39:10 40:2 40:12,15,19 44:8 45:23 46:3 133:16 134:2 139:25 149:18,23 <b>subscribed</b> 190:12 194:14 <b>success</b> 115:10 169:18 <b>sue</b> 151:25 152:8 <b>sued</b> 151:6 152:5 <b>suing</b> 18:25 <b>summer</b> 29:11 52:8 53:18 72:22 183:16 <b>supplement</b> 65:3 <b>supplies</b> 157:20 <b>supposed</b> 56:9 <b>sure</b> 7:24,25 8:7 8:18 19:9,11,15,17 52:9,11 53:21 70:19 75:15 83:10 88:4 95:9 96:9 98:4 101:15 102:6 106:22,24 109:20
---	---	--	---

[sure - three]

109:25 138:5 147:24 152:2 154:2 157:17 159:16 162:8,8,12 167:19 176:18 177:6 179:6 181:17 183:23 189:16 <b>surrounding</b> 184:21 <b>surroundings</b> 10:22 <b>swear</b> 5:3 <b>sworn</b> 3:10 5:6 6:17,24 190:12 191:12 194:14 <b>syosset</b> 51:4,16 52:10 53:14 54:4 54:8,12 55:10 58:8 59:2 73:13 76:5,16 77:2,8 78:19 79:15 89:4 106:9 107:13 120:7,9 130:21,23 147:11 149:2,9 176:23 <b>systems</b> 104:6	114:6,12 115:16 122:6,12 124:10 130:19 134:7 135:8 137:2 153:14,16,20,22 153:23 154:3 160:16 166:5 173:24 179:7 183:2 <b>taken</b> 1:16 4:7 9:21 10:4,14 70:25 102:12 116:8,25 154:7 189:20 <b>talk</b> 7:10 12:3 31:8 147:20,20 <b>talked</b> 147:25 <b>talking</b> 6:13,15 16:8 46:4 53:16 103:18 109:12 110:22 127:8 133:5 135:17 147:25 <b>tampa</b> 15:14 26:2 26:6 165:2,3,25 175:11,12,16,19 <b>tape</b> 93:19 <b>tax</b> 30:21 41:17,18 79:22 93:12 94:10 102:25 116:13,14 116:15 131:18,22 131:25 132:12,16 133:5,7 159:4 160:13 162:21 <b>taxes</b> 31:4 115:20 115:21 132:7 154:24 160:6 <b>teach</b> 74:2 <b>team</b> 56:11 <b>technical</b> 182:19	<b>technically</b> 148:11 163:20 <b>tedious</b> 163:6 <b>teleconference</b> 1:19 <b>tell</b> 9:21 43:21 46:17 77:17,18,21 93:16 95:18 100:15 123:24 128:5 149:10 150:7 <b>telling</b> 11:3,11 <b>ten</b> 13:21 40:10,18 58:17 70:18 104:3 104:10 154:3 <b>terminal</b> 53:10 54:13 57:19 76:16 76:19,19 77:8,9 78:6 <b>terminals</b> 54:11 73:14,16 149:19 177:9 <b>terminate</b> 185:2 <b>terminated</b> 38:10 45:22 99:19 110:20 184:17 185:8,18 188:19 <b>terms</b> 33:2 56:7 92:6 106:25 110:22 148:9 <b>testified</b> 5:8 94:25 119:17 <b>testify</b> 10:4 <b>testifying</b> 10:17 11:24 12:19,23 <b>testimony</b> 6:17,24 10:12 11:6 12:7 13:7 19:20 106:23 191:14 194:8 <b>thank</b> 71:6 73:9 189:25 190:3	<b>theory</b> 98:21,22 <b>thing</b> 8:5 9:14 98:5 100:25 113:21 152:21 172:6 184:13 <b>things</b> 8:10 33:24 67:5,18 88:16 109:2 116:6 137:3 140:6 141:6 143:3 157:7,23 162:25 169:14 172:9 175:8 181:6 186:8 <b>think</b> 10:16 23:3,4 28:8 34:13 47:7 48:4,5 68:3 70:15 91:23 97:4 105:9 113:24,24 117:22 140:8 141:18 153:9,11,18 162:8 163:17 173:3 184:3,8 189:11 <b>thinking</b> 99:11 169:13 <b>third</b> 60:4 71:10 122:15 170:6,15 170:17 171:4 <b>thirds</b> 36:13 <b>thought</b> 6:13 46:22,23 95:14 106:25 108:13 110:22,24 120:6,8 139:23 156:7 <b>thousand</b> 168:12 188:25 <b>three</b> 42:9,24 61:15,15 73:4 88:10,18,22 91:22 95:23 105:21 125:9,14 126:5,15 126:19 129:20 141:8 152:24
<b>t</b>			
<b>t</b> 3:2,2 191:2,2 193:3,3 <b>tab</b> 122:11 154:14 178:3,14 <b>tabbed</b> 12:13 <b>take</b> 7:20 9:12,15 9:17 21:14 35:16 35:22 56:15 64:13 64:13 69:10 70:17 73:2,6 77:23,23 88:2,11,11 89:21 90:4 101:14,15 102:7 112:7,9			

**[three - trucks]**

165:17 169:22 184:7,7 185:13 188:13,24 <b>thursday</b> 129:24 <b>ties</b> 97:22 98:19 <b>time</b> 1:12 3:22 4:18 6:3 9:12 15:13 16:7 21:24 22:6 23:2,4 24:7 24:12,21,23 25:3 25:22 26:17,18 28:8 32:15,24,25 34:10 35:13,15 39:11,20,21 40:3,8 40:11,17,25 41:11 42:18 47:3,4,15 48:4 50:6,7 51:5 51:10,22,23 52:7 52:15,18 53:16,21 53:25 54:9,16 57:23 58:13,14 59:3,9,17 60:21,24 61:17 62:8,13,14 62:16 65:8,12,19 68:20 70:16 71:14 72:11,18,21,23,25 73:2,6,12,19,25 76:13,20,22 77:13 83:17,22,23 88:18 89:8,15 92:24 94:14 95:6,12,15 96:7,13,16 100:21 101:25 103:5,24 105:8,17 106:3,17 107:8,11 109:18 110:10,18 111:3,7 111:12,13,14,18 111:19,19,25 112:2,7,9,21 114:5 114:10,25 115:2 117:18 126:11	127:18 128:6 132:13 135:15,16 135:17 136:6 137:21 138:20 139:14 140:9 141:7 143:23 146:18,25 147:14 156:9,11,16 165:15 167:3,6 169:17,20 173:20 174:13 175:20 177:10 179:5 183:13 184:11,16 185:7 186:2 190:2 190:7 <b>times</b> 43:5 67:2 75:8 85:13 103:13 104:3,4,10 107:2,3 107:4,7,11,17,18 108:25 112:13 137:25 139:4 140:20,21 141:8 142:19 <b>tips</b> 114:13 <b>tired</b> 113:9 184:22 <b>title</b> 31:10 88:3,5 91:11 142:2 182:19 <b>titles</b> 33:3 <b>today</b> 6:8,10 8:22 9:21 10:11,18 11:6,24 12:19 13:7 158:10 <b>today's</b> 4:4 <b>told</b> 59:18 60:12 100:19 101:4 127:5 176:13,20 <b>tools</b> 92:16 93:14 94:2 97:21 100:3 157:8	<b>top</b> 123:3 124:14 157:18 158:9 161:24 164:22 167:8 168:11 169:24 174:6 178:10 <b>torres</b> 81:4 86:18 86:20 87:5 126:17 127:2 131:5,6 <b>total</b> 81:16,17 122:13 140:20 148:20 162:7,7,9 176:9,13,25 <b>totality</b> 52:21 <b>touch</b> 150:6 <b>touching</b> 150:5,9 <b>tough</b> 114:21 <b>track</b> 128:9 <b>trained</b> 71:21 <b>training</b> 48:24 49:2 74:2,6 76:15 150:16 <b>transactions</b> 156:25 157:6 <b>transcript</b> 194:5,8 <b>transferred</b> 17:9 <b>transition</b> 22:14 <b>transmission</b> 68:19 <b>transpired</b> 19:17 <b>transportation</b> 36:17,21,24 186:10 <b>travel</b> 79:14 183:21 <b>trial</b> 3:22 <b>trick</b> 8:23 <b>tried</b> 24:22 95:23 100:13 120:3 168:21,23	<b>trip</b> 184:6 <b>troy</b> 17:4,4,8 24:20 <b>truck</b> 61:17,18,21 64:20 65:13,14 67:3,5,20 68:18,21 69:3,9,10,13 71:25 72:17 74:14,20 87:17,23 88:13 89:10 92:18 93:19 94:2 96:23 106:11 110:2 112:17 128:14,18 129:20 130:12 145:11,13 145:17 146:12 151:17,19,20,20 151:21 158:2 159:10,15 164:6,7 172:23 173:10,10 173:11,14,16,16 173:18,19 184:14 184:15 187:22 <b>trucking</b> 36:21 119:14 <b>trucks</b> 49:25 61:12 61:25 62:13,20 63:9,12,13,14,17 65:4 66:10,11,14 66:17,17,19,21 67:3,8,11,22,22,25 68:6 69:17 70:8 72:2 73:14,16 76:25 78:13,16 87:10,13 92:13 98:3 99:4 112:23 112:24,24 113:2 118:17 120:11 145:5,8,15 146:9 146:10 151:12,14 156:3,5,8,15 159:19,23,24
---	---	---	---



**[trucks - want]**

164:13,17,19 166:24 167:2,6 172:24 185:6,11 185:15,19 187:24 188:3,5,8,11 <b>true</b> 48:7 191:13 194:8 <b>trust</b> 172:7,11 <b>trustworthy</b> 172:12 <b>truth</b> 9:21 <b>try</b> 6:4 7:24 135:21 147:20 <b>trying</b> 8:16 59:5 74:2 119:13,19 168:18,19,19 169:11 <b>turn</b> 63:8 122:15 158:15 159:7 163:7,23 167:12 174:4 <b>turned</b> 63:12,13 66:9 163:20 <b>turning</b> 161:22 <b>twice</b> 115:19 <b>two</b> 14:17,18 16:4 16:8 17:5 19:10 19:11 21:6,8 23:25 29:12 36:13 41:4 42:22,24 50:7 61:15,15 64:23 66:25 68:11 72:2 74:11 78:4 81:25 82:4 86:13 91:22 105:21 124:20 125:19 127:10,14,20,21 140:6 142:15,19 145:15 146:24 152:23 175:14 176:17 185:13	<b>type</b> 20:24 40:24 118:15 157:21 168:23 174:23 <b>typed</b> 158:18 <b>typically</b> 183:24 <b>typo</b> 32:16 75:20 83:10,12 170:7  <b>u</b>  <b>u</b> 3:2 27:17 83:8 171:16 <b>u.s.</b> 4:10 169:24 <b>ultimately</b> 20:5 57:17 63:5 115:8 138:11 <b>um</b> 8:11 64:3 143:11,16 <b>uncle</b> 22:17 46:15 48:4 49:4 59:12 75:24 <b>uncle's</b> 22:19 49:6 <b>undergo</b> 48:23 <b>underneath</b> 91:10 123:15 <b>understand</b> 8:24 9:20,24 10:3,8 19:12 57:13 76:21 96:9 115:14 119:19 138:5,7 143:4 162:20 <b>understanding</b> 39:22 61:23 62:3 68:2 106:22 143:17,22 163:19 182:21 <b>understood</b> 24:10 35:15 44:11 65:3 141:20 170:24 <b>unfair</b> 139:3 <b>unfortunately</b> 59:23 122:3 128:8	<b>unhappy</b> 56:13 <b>uniform</b> 101:16 <b>uniforms</b> 100:7,12 101:18 102:20,25 <b>unit</b> 4:5 15:15,18 <b>united</b> 1:2 <b>units</b> 15:20 <b>university</b> 17:4 <b>unloading</b> 29:4 <b>unsigned</b> 3:13 <b>unsure</b> 31:6 161:18 162:17 <b>unusual</b> 10:21 <b>update</b> 142:16 <b>upkeep</b> 67:16 68:14 <b>upload</b> 42:5 <b>upper</b> 36:5 125:10 129:13 <b>ups</b> 60:15 148:19 <b>upstate</b> 15:7,7,8 17:6 <b>use</b> 41:24 87:23 97:3 99:23 100:5 133:13 148:4 149:24 173:9,13 <b>utilities</b> 161:8 <b>utilizing</b> 173:20  <b>v</b>  <b>v</b> 193:1 194:1 <b>vacation</b> 16:9 <b>vacations</b> 107:2,3 <b>vague</b> 115:12 147:10 <b>variables</b> 78:8 <b>varied</b> 85:13,14 137:24 <b>vary</b> 52:25 73:23 <b>varying</b> 67:2 <b>vehicle</b> 88:2 119:2 143:13,24 156:20	<b>vehicles</b> 118:17,20 118:22 119:7 120:13 143:20 <b>venetian</b> 13:16 24:17 <b>verhillio</b> 165:21 <b>veritext</b> 4:16 <b>versus</b> 4:8 53:15 75:24 78:6 89:8 121:12 134:7 148:11 157:12 165:25 180:6 <b>vice</b> 32:19,24 33:3 33:18 34:6 <b>video</b> 1:19 4:5 9:7 10:2 11:17 140:13 151:15,16 <b>videographer</b> 2:12 4:2 5:2 70:21 71:2 102:9,13 154:4,8 189:17,21 190:5 <b>videos</b> 100:17 101:8 <b>videotaped</b> 1:15 <b>virgil</b> 81:11 <b>virtual</b> 4:13 <b>virtually</b> 5:23  <b>w</b>  <b>w</b> 2:9 29:8 39:13 131:15 134:4,7 <b>wait</b> 88:3 <b>waived</b> 3:9 <b>walk</b> 101:6 120:8 <b>walking</b> 101:5 <b>walkout</b> 120:7 <b>wall</b> 139:7 <b>walmart</b> 100:14 <b>want</b> 5:23 8:17 10:22 16:11 28:25 40:9 52:23 54:18 54:19,20 59:8
--	---	---	---

[want - written]

61:14 71:9,22,23 80:24 81:20 89:20 91:3 92:13 101:12 101:13 102:6 106:21 113:23 117:13 122:10 127:22 128:25 143:6 144:22 148:16 153:14,19 153:22 154:25 158:14 159:7 164:21 165:17 174:4 182:23 <b>wanted</b> 35:8,11 43:16 62:4 73:6 88:14 91:25 101:2 130:19,20,21 136:22 144:21 148:14 167:21 <b>warehouse</b> 29:3 146:14,19 147:4,8 147:11,17 182:14 <b>warehouses</b> 148:24,24 177:9 <b>washed</b> 97:18 <b>washer</b> 136:22 <b>water</b> 120:23 <b>way</b> 8:17 31:3,4 36:14 40:21 45:19 76:2 77:16 78:22 123:13 128:9 140:23 170:20 175:9,23 191:18 <b>wear</b> 101:23 <b>weather</b> 113:7,11 <b>weber</b> 2:5 4:24,24 11:4,10,13,14 13:6 70:19 115:11 153:18,24 176:2 189:16 190:4	<b>week</b> 16:8 65:13 72:17 78:10,11,14 78:14,16,17 88:21 88:21 104:22 106:5,21 112:3,4 114:16,20 121:8 121:13 123:25 124:2,4 125:11,16 125:21,22 126:2,6 126:6,14,21,23 127:3,12,14 129:15,17,21 130:17 131:5 <b>weekend</b> 160:23 <b>weeks</b> 41:4 61:16 72:12 88:10,11,18 103:6 104:14 122:7 124:20 125:19 127:10,20 127:21 <b>weight</b> 10:6 <b>went</b> 15:7 18:2 22:17 24:8,9 51:23 68:12 79:6 85:20 89:17 104:20 106:14 109:7 112:23 114:2 117:14,15 120:11 136:13,15 141:10 147:6 150:3,4 151:18 183:20 <b>west</b> 174:8,14 <b>western</b> 1:2 4:10 <b>whatnot</b> 29:6 107:2 <b>whereof</b> 191:20 <b>whichever</b> 130:19 130:20 <b>white</b> 69:13	<b>willy</b> 83:5 <b>wilson</b> 100:22 147:12 <b>winters</b> 82:4,7,12 82:17 <b>witness</b> 3:10,16,18 5:3,6 102:8 153:16,21 190:3 191:10,14,20 192:4 <b>woke</b> 72:5 <b>won</b> 152:14 <b>word</b> 43:4 64:21 <b>words</b> 7:12 10:14 60:22 <b>work</b> 22:16,17 23:22 24:6 25:4 26:18,19 29:16 33:2 35:7,9,10,11 35:13 43:11,22 44:24 45:21,23 46:5 47:12 48:10 49:5 50:16 51:6 52:6,9,14,18,24 53:3,13 55:9 57:18 58:22 59:25 60:2,10,12,19 68:17 69:13,14,15 71:11,13,15 72:14 73:22 76:14 77:14 78:2,6 80:8 81:22 82:25 83:3 85:21 86:6 87:6 88:7,16 89:7,17 96:14 103:11 106:8,9,12 107:13 111:8,22 114:14 125:2 127:19,24,25 128:12 131:11 136:18,19 137:16 147:6 150:4	169:19 176:22 177:5 181:14 185:20 <b>worked</b> 28:10,18 33:7,8 34:25 39:9 41:4 48:6 53:5 61:22 73:24,25 80:17 81:6,14 82:6 86:21 96:21 100:24 121:12,25 127:2,12 130:17 148:10,11 149:23 150:15 166:10 167:11 177:11 <b>worker</b> 179:13 <b>workers</b> 43:2 <b>working</b> 24:3 32:23 33:11 35:4 35:12 36:21 38:22 38:23 40:14 42:13 50:12,19,22 51:15 54:10 58:6,9 59:18,19 60:14,23 68:7 73:13 74:5 74:19 77:20,20,22 87:5 95:24 99:15 100:3 103:9,24 104:15,20 108:3,6 112:10 120:5 121:16,17,19 127:15 128:4,6 138:10 146:15 150:21 160:20 167:2,5 177:13 185:23 <b>workload</b> 78:11 <b>workout</b> 119:14 <b>write</b> 30:22 133:21 <b>writing</b> 181:23 <b>written</b> 36:15 61:3 84:15 97:11 135:5
---	---	---	---



**[wrong - zoom]**

<b>wrong</b> 156:7	14:6 15:8,8 16:3
<b>wrote</b> 37:22	16:13 17:6 22:11
<b>x</b>	24:18,20 25:9
<b>x</b> 1:3,9 45:15,16	26:20 27:3,7
192:2	28:23 78:19 99:21
<b>xbo</b> 18:17,22,25	100:4 106:6,15
47:16 84:8,16	107:6,21,22 108:3
85:10,11,16,19	108:5,9,12 110:18
86:9 87:2,5,11,20	119:16 120:7
88:9 89:8,10,11	134:12 145:11
94:14 99:6,10,12	151:9 152:12
99:13,14,19	153:5,6 176:15
113:18 144:11	177:22 187:20
173:4	191:3,8
<b>xpl</b> 84:2	<b>z</b>
<b>y</b>	<b>zoom</b> 4:13
<b>y</b> 170:6	
<b>year</b> 13:20,21	
16:22 17:5,20	
31:5 32:2 39:22	
62:4,21 64:23	
66:20 69:17 88:18	
94:10 104:3,4	
115:20 117:8	
131:19 132:4,7,13	
155:7 159:15,25	
160:21 162:6	
164:5 166:16	
168:5,14 171:13	
172:16 174:7	
176:25	
<b>years</b> 6:21 14:10	
14:14,17,18 20:14	
21:6,8 24:2 42:9	
42:22 108:15	
140:21 159:5	
189:3	
<b>yesterday</b> 12:15	
<b>york</b> 1:2,20 4:11	
5:7 13:17,24 14:4	

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).

# **EXHIBIT 23**

**In the Matter Of:**

*Kloppel vs*

*HomeDeliveryLink, Inc.*

*ELADIO BONILLA RAMOS*

*June 01, 2021*

Eladio Bonilla Ramos - June 01, 2021

1

1  
2 IN THE UNITED STATES DISTRICT COURT  
3 FOR THE WESTERN DISTRICT OF NEW YORK

4 -----X

5 MIKE KLOPPEL, et al,

6 Plaintiff(s),

7 Case No. 6:17-cv-06296-FPG-MJP

8 -against-

9 HOMEDELIVERYLINK, INC.,

10 Defendant(s).

11 -----X

12  
13 June 1, 2021  
14 2:33 p.m.

15 VIDEO RECORDED VIDEO CONFERENCED  
16 EXAMINATION BEFORE TRIAL of Plaintiff ELADIO  
17 BONILLA RAMOS, pursuant to Order, before Laura B.  
18 Lowenthal, a Notary Public within and for the  
19 State of New York.  
20  
21  
22  
23  
24  
25

Eladio Bonilla Ramos - June 01, 2021

2

1  
2 A P P E A R A N C E S:

3 LICHTEN & LISS-RIORDAN, P.C.  
4 Attorneys for Plaintiff(s)  
5 100 Cambridge Street, 20th Floor  
6 Boston, Massachusetts 02114

7 BY: BENJAMIN J. WEBER, ESQ.  
8 E-mail: bjweber@llrlaw.com

9 SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY,  
10 P.C.  
11 Attorneys for Defendant(s)  
12 777 Main Street, Suite 3450  
13 Fort Worth, Texas 76102

14 BY: EMILY A. QUILLEN, ESQ.  
15 E-mail: equillen@scopelitis.com

16 ALSO PRESENT:

17 HORIZON LEGAL SOLUTIONS  
18 Spanish Interpreter  
19 West Palm Beach, Florida

20 BY: MARIO PAZ

21 Aydaline Garcia, Lexitas  
22 Monitor and Videographer  
23  
24  
25

Eladio Bonilla Ramos - June 01, 2021

3

STIPULATIONS

IT IS HEREBY STIPULATED AND AGREED by  
and between the attorneys for the respective  
parties herein, that filing and sealing be and  
the same are hereby waived.

IT IS FURTHER STIPULATED AND AGREED  
that all objections, except as to the form of the  
question, shall be reserved to the time of the  
trial.

IT IS FURTHER STIPULATED AND AGREED  
that the within deposition may be sworn to and  
signed before any officer authorized to  
administer an oath, with the same force and  
effect as if signed and sworn to before the  
Court.

oOo



Eladio Bonilla Ramos - June 01, 2021

4

## VIDEOCONFERENCE STIPULATION

IT IS HEREBY STIPULATED AND AGREED by  
and between counsel for all parties present that  
pursuant to the CPLR section 3113(d) this  
deposition is to be conducted by video  
conference, that the court reporter, all counsel,  
and the witness are all in separate remote  
locations and participating via videoconference  
(LegalView/Zoom) meeting under the control of  
Lexitas Court Reporting Service, that the officer  
administering the oath to the witness need not be  
in the place of the deposition and the witness  
shall be sworn in remotely by the court reporter  
after confirming the witnesses identity, that  
this videoconference will not be recorded in any  
manner and that any recording without the express  
written consent of all parties shall be  
considered unauthorized, in violation of law, and  
shall not be used for any purpose in this  
litigation or otherwise.

IT IS FURTHER STIPULATED that exhibits  
may be marked by the attorney presenting the  
exhibit to the witness, and that a copy of any

Eladio Bonilla Ramos - June 01, 2021

5

1  
2 exhibit presented to a witness shall be e-mailed  
3 to or otherwise in possession of all counsel  
4 prior to any questioning of a witness regarding  
5 the exhibit in question. All parties shall bear  
6 their own costs in the conduct of this deposition  
7 by videoconference, notwithstanding the  
8 obligation by CPLR to supply a copy of the  
9 transcript to the deposed party by the taking  
10 party in civil litigation matters.  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Eladio Bonilla Ramos - June 01, 2021

6

1  
2 VIDEOGRAPHER: We are going on the  
3 record for the remote video deposition  
4 of Eladio Bonilla Ramos on June 1,  
5 2021 at approximately 2:33 p.m.  
6 eastern time in the matter of Mike  
7 Kloppel, et al versus HomeDeliveryLink  
8 Inc.

9 My name is Aydaline Garcia and I will  
10 be video recording today's deposition  
11 on behalf of Lexitas.

12 Will counsels please introduce  
13 themselves and who they represent  
14 beginning with the party noticed in  
15 this proceeding.

16 MS. QUILLEN: Emily Quillen, attorney  
17 at Scopelitis, Garvin, Light, Hanson &  
18 Feary representing defendant  
19 HomeDeliveryLink.

20 MR. WEBER: Benjamin Weber for Lichten  
21 & Liss-Riordan representing plaintiffs  
22 Eladio Bonilla Ramos.

23 VIDEOGRAPHER: Will the court reporter  
24 please swear in the witness and the  
25 interpreter.

Eladio Bonilla Ramos - June 01, 2021

7

MARIO PAZ,

an interpreter, having been duly sworn by  
the Notary Public, translated as follows:

ELADIO BONILLA RAMOS,

called as a witness, having been first duly  
sworn by a Notary Public, was examined and  
testified as follows:

EXAMINATION BY

MS. QUILLEN:

Q Can you please state your full name  
for the record?

A Eladio Bonilla Ramos.

Q Can you please state your current home  
address for the record?

A I live at 532 Lowell Street, Westbury,  
New York 11590.

Q Sir, my name is Emily Quillen. I am  
an attorney in Ft. Worth, Texas. I represent  
HomeDeliveryLink.

You used to contract with  
HomeDeliveryLink; is that correct?

A Yes.

Q Do you understand who I represent?

A Yes.

Eladio Bonilla Ramos - June 01, 2021

8

E. Bonilla Ramos

Q You're currently represented today by  
Mr. Benjamin Weber; is that right?

A Yes.

Q You may have been explained how this  
process works but I will walk you through a few  
of the rules.

A Okay.

Q You have been sworn and you're under  
oath; do you understand that?

A Yes.

Q All of your answers today are being  
taken down by the court reporter who will create  
a written record.

A I am in agreement.

Q That record may be offered to the  
court where this case is currently pending.

A I am in agreement.

Q As a result because we are creating a  
record I need you to answer verbally.

A Okay.

Q If at any point you don't understand  
my question or the translation of the question  
will you please let me know before you answer?

A Okay, that is fine.

Eladio Bonilla Ramos - June 01, 2021

9

E. Bonilla Ramos

Q It is also important especially because we have a translator here that only one person talks at a time.

A Okay.

Q If you will allow me to finish asking my question before you answer I also will try to let you answer the question before talking.

A Okay.

Q If you need a break at any point just let me know and as long as there is not a question that has not been answered I am happy to let you take breaks.

A Okay.

Q Can you think of any reason why you are not able to offer truthful testimony today, sir?

A Repeat the question again.

Q Are there any reasons why you might be unable to testify truthfully today?

A Perhaps maybe I won't remember.

Q What I am asking is you are not under the influence of drugs or alcohol or lack of sleep today that might interfere with your ability to testify?

Eladio Bonilla Ramos - June 01, 2021

10

1 E. Bonilla Ramos

2 A No, everything is fine.

3 Q What is your current address?

4 A 532 Lowell Street, Westbury, New York.

5 Q How long have you lived there?

6 A Oh, since 2000.

7 Q Before that did you reside in New  
8 York?

9 A Before what?

10 Q Before you lived at your current  
11 address?

12 A Yes, I have always lived there. First  
13 in El Salvador, then I came and I lived in  
14 another address for about a year and then I lived  
15 there.

16 Q What year did you come to the United  
17 States from El Salvador?

18 A Okay, I came from the El Salvador in  
19 1994.

20 Q Could you tell me your understanding  
21 of the English language; can you speak English,  
22 understand English?

23 A Yes, I understand it and I can speak  
24 it as well. Almost everything she is telling me  
25 I can understand in part maybe about 80 or 90,

Eladio Bonilla Ramos - June 01, 2021

11

1 E. Bonilla Ramos

2 no, 70 to 80 percent.

3 Q Have you ever been involved in another  
4 lawsuit, sir?

5 A Lawsuit? Like in what kind of  
6 lawsuit?

7 Q Any case besides maybe a divorce or a  
8 family dispute?

9 A Yes, I am divorced.

10 Q Have you ever been involved in any  
11 other kind of lawsuit?

12 A Like what other kind of lawsuit? Can  
13 you explain a little bit more?

14 Q Have you ever been involved in a civil  
15 lawsuit say involving a motor vehicle accident?

16 A Yes, one time I was parked on the side  
17 of the road, I was in a deli buying some food and  
18 a car hit the back of my truck.

19 Q Do you know what year that happened?

20 A No, I don't remember exactly.

21 Q Do you believe it was around 2010?

22 A No.

23 Q Was it before that?

24 A Yes.

25 Q Did you give a deposition in that



Eladio Bonilla Ramos - June 01, 2021

12

E. Bonilla Ramos

case?

A Yes.

Q More than once?

A I don't remember how many times but I  
did remember that there was.

Q Do you know how that lawsuit was  
resolved?

A I don't remember exactly.

Q That lawsuit was before you started  
contracting with HomeDeliveryLink?

A Yes, that is correct.

Q Do you recall the year you started  
driving for HomeDeliveryLink?

A No, I don't remember exactly but it  
was around 2008, 2009, 2008, 2009, thereabouts.

Q I understand you have not been able to  
locate any documents that relate to the time that  
you drove for HDL; is that right?

A Yes.

Q Have you looked for those records or  
tax returns?

A Yes, I looked for them. I had them in  
the garage but I don't know where they went.

Q How long ago were you asked to try to

Eladio Bonilla Ramos - June 01, 2021

13

1 E. Bonilla Ramos

2 locate those documents?

3 A It would be about a month to two  
4 months ago. The truth is I honestly don't  
5 remember when it was.

6 Q Other than the motor vehicle accident  
7 can you recall any other case that you might have  
8 been involved in or business reasons?

9 A No.

10 Q Have you ever been involved in any  
11 criminal cases?

12 A No.

13 Q Bankruptcies?

14 A No.

15 Q Immigration matters?

16 A Like problems with immigration or  
17 what?

18 Q Yes.

19 A No.

20 MR. WEBER: Objection to these any  
21 questions about immigration status. It  
22 is not appropriate in this case. I  
23 don't think you're even trying to get  
24 into that. I am objecting and advising  
25 my client not answer the other

Eladio Bonilla Ramos - June 01, 2021

14

1 E. Bonilla Ramos

2 questions about immigration.

3 MS. QUILLEN: I wasn't asking about

4 immigration status. I was just asking

5 if he had been involved in any

6 immigration case since he said he was

7 not sure what kind of cases might

8 exist.

9 MR. WEBER: I don't think it is

10 relevant in this case.

11 You can translate this, Mr. Paz.

12 Q How did you prepare for today's  
13 deposition?

14 A I spoke to my attorney.

15 Q I don't want to know what you spoke  
16 with your attorney about but how many times did  
17 you speak with him?

18 A One time.

19 Q How long was that conversation?

20 A Not very long. Like ten or twenty  
21 minutes.

22 Q Did you review any documents in  
23 preparation for your deposition today?

24 A No.

25 Q Did you review any papers relating to

Eladio Bonilla Ramos - June 01, 2021

15

1 E. Bonilla Ramos

2 the lawsuit before your deposition today?

3 A No.

4 Q What is the highest level of your  
5 education that you have completed?

6 A Ninth grade.

7 Q When did you complete that?

8 A In El Salvador.

9 Q What year?

10 A 1993, I don't remember. It was very  
11 long ago.

12 Q When did you receive your commercial  
13 driver's license?

14 A In New York.

15 Q What year?

16 A I don't remember exactly.

17 Q It would have been before you started  
18 driving for HDL around 2008, 2009?

19 A Yes, before.

20 Q Did you go to a truck driving school  
21 in order to get that license?

22 A Yes, I went to the school but then I  
23 passed on my own.

24 Q Where did you attend that school?

25 A I was attending some classes in Bay

Eladio Bonilla Ramos - June 01, 2021

16

1 E. Bonilla Ramos

2 Shore, Bay Shore, but I didn't attend very many  
3 of them. It was like four or five of them. And  
4 then I rented a truck and I practiced with a  
5 friend who taught me.

6 Q Other than truck driving school have  
7 you attended any other schools besides your  
8 graduation from ninth grade in El Salvador?

9 A I went to BOCES to learn a little bit  
10 of English.

11 Q Where do you currently work?

12 A Around Westbury. The company is called  
13 Jamaica Ash.

14 Q What do you do there?

15 A Driver.

16 Q What type of driving work is it?

17 A I drive a garbage truck.

18 Q How long have you been driving for  
19 Jamaica Ash?

20 A 27th of this month I think I am going  
21 to be there a year.

22 Q Where did you work before that?

23 A Doing construction.

24 Q What type?

25 A I was in different jobs. First I was

Eladio Bonilla Ramos - June 01, 2021

17

1 E. Bonilla Ramos

2 doing construction, then I was working in a car  
3 wash.

4 Q What were you doing for the  
5 construction work?

6 A I was cutting wood.

7 Q Do you recall the company you worked  
8 for?

9 A It was called Tower Building. Tower  
10 Building.

11 Q How long did you do that?

12 A I didn't do it very long. I did it for  
13 about some six months I think. I don't remember  
14 really too well.

15 Q You said you worked with a car wash.  
16 Did that have anything to do with  
17 driving?

18 A Yes, sometimes I would drive the cars.  
19 I would bring them through the tunnel sometimes  
20 for a wash but I didn't do it all the time.

21 Q Before the car wash where did you  
22 work?

23 A Before, I don't remember.

24 Q According to HDL's records you quit  
25 driving for them in 2015; does that sound right?

Eladio Bonilla Ramos - June 01, 2021

18

1 E. Bonilla Ramos

2 A Yes, that is correct.

3 Q After you stopped driving for HDL did  
4 you have any other job where you drove a  
5 commercial vehicle besides the garbage truck you  
6 currently drive?

7 A I think not.

8 Q Do you still have a company named  
9 Bonilla Ramos Delivery Incorporated?

10 A No, I no longer have that. That is why  
11 I am working for a company.

12 Q So after you quit driving for HDL you  
13 didn't continue to keep that corporation active?

14 A No, I don't think so because I told  
15 the accountant to just cut the company.

16 Q Do you recall when you formed the  
17 company?

18 A No.

19 Q If the State of New York shows your  
20 company as filing for corporate status in October  
21 of 2012 does that sound right?

22 A 2012, no, I don't remember.

23 (Whereupon, Defendant's Exhibit 4,  
24 Department of State, Existing  
25 Corporations and Businesses,

Eladio Bonilla Ramos - June 01, 2021

19

1 E. Bonilla Ramos

2 Corporation & Business Entity Database

3 Search, 3 pages, was marked for

4 identification.)

5 Q Sir, can you see the screen in front  
6 of you with the video?

7 A Uh-huh.

8 Q I am going to share a document with  
9 you. Can you see a document that says Department  
10 of State?

11 A Uh-huh.

12 Q Sir, I am sorry, I will have to ask  
13 you is that a yes?

14 A Yes.

15 Q I just want to make sure since I am  
16 not in the room with you that you can see the  
17 exhibit.

18 Is this your company Bonilla Ramos  
19 Delivery Inc?

20 A That is correct.

21 Q This record shows October 19, 2012 as  
22 the day of the initial filing; do you see that?

23 A I think so, yes.

24 Q Does that help refresh your memory as  
25 to when you formed the corporation?



Eladio Bonilla Ramos - June 01, 2021

20

E. Bonilla Ramos

A No.

Q Do you have any reason to believe that  
that is not correct?

A It is that I just don't remember  
exactly so I can't tell you yes or no.

Q It lists you as the Chief Executive  
Officer; do you see that?

A Yes.

Q Was there ever any other person who  
was involved in your company Bonilla Ramos  
Delivery Incorporated?

A No.

Q Why did you form this corporation?

A Because they asked me to do so so that  
I can do delivery.

Q Who asked you?

A The company where I was working.

Q What is the name of the company, sir?

A It would have to be the company that  
you represent.

Q Why do you believe that?

A Because they were asking that of all  
the drivers.

Q Did you retain an accountant to help

Eladio Bonilla Ramos - June 01, 2021

21

1 E. Bonilla Ramos

2 set the company up?

3 A I don't exactly remember.

4 Q But HDL did not set it up for you;  
5 right?

6 A No, I think, no.

7 Q How did you learn about the  
8 independent contractor opportunity with HDL?

9 A Because there were some friends that  
10 worked there.

11 Q Who was that?

12 A There were guys who were independent  
13 but they worked for a driver.

14 Q Do you recall their names?

15 A His name was, I think his name was, I  
16 don't remember very well because it's been too  
17 long.

18 Q I take it that your friends said it  
19 was a good place to work?

20 MR. WEBER: Objection.

21 A He didn't tell me anything. He just  
22 told me that they were hiring people there.

23 Q Why was the work attractive to you?

24 MR. WEBER: Objection. Lack of  
25 foundation.

Eladio Bonilla Ramos - June 01, 2021

22

1 E. Bonilla Ramos

2 A Because they said that they paid well  
3 but at the end of it all it was not correct what  
4 they were saying.

5 Q So the reason that you applied for  
6 work there was because of the pay?

7 A Yes, I think so because if you're  
8 going to, yes, that is true, yes.

9 Q And you were driving for Sears at the  
10 beginning; correct?

11 A What do you mean for Sears?

12 Q Were you delivering Sears products?

13 A That is right. The washers, the  
14 delivery that I did was for Sears.

15 Q Were you still driving when ever Sears  
16 changed its name or the entity changed to  
17 Innovel?

18 A I don't understand Innovel very well.

19 Q No problem. We will just move on.  
20 You drove primarily out of the Syosset  
21 location; is that correct?

22 A Yes.

23 Q Did you drive at any other HDL  
24 location?

25 A Let me see, no, I don't remember. I

Eladio Bonilla Ramos - June 01, 2021

23

1 E. Bonilla Ramos

2 don't think so.

3 Q Do you recall driving a couple of  
4 weeks in Buffalo?

5 A Oh yes, yes, that is true.

6 Q Did you ever drive in Rochester?

7 A Rochester, I don't remember, but I did  
8 go to Buffalo.

9 Q Did you ever make deliveries outside  
10 of New York?

11 A What is the question you're asking?  
12 Doing deliveries from Syosset to another state?

13 Q Yes, did you ever take product from  
14 Syosset and deliver it across state line?

15 A No.

16 Q Did you ever initiate work outside of  
17 New York?

18 A No.

19 Q Were you familiar with any other  
20 drivers based in Buffalo or Rochester?

21 A No, because I was not there very long.  
22 Buffalo I was there only two weeks I think.

23 Q What about Syosset, were you familiar  
24 with any of the other trucking companies based  
25 there?

Eladio Bonilla Ramos - June 01, 2021

24

1 E. Bonilla Ramos

2 A Yes, there were other companies but I  
3 don't remember what the names of those other  
4 companies were.

5 Q I take it you didn't stay in touch  
6 with any of the other drivers at Syosset?

7 A Almost no.

8 Q Are you familiar with the named  
9 plaintiffs in this case, Mike Kloppel and Adam  
10 Wilson?

11 A Aaron Wilson or Angel Wilson?

12 Q Adam Wilson?

13 A Did he work in Syosset.

14 Q He may have driven there. He was not  
15 based there?

16 A No, then no, I don't remember him.

17 Q Before you formed Bonilla Ramos  
18 Delivery Incorporated did you have any  
19 transportation experience with other companies?

20 A What do you mean another company?

21 Q Did you ever drive for another company  
22 besides HDL delivering appliances?

23 A No, I don't remember.

24 Q Do you recall driving for a company  
25 called Niatco Trucking?

Eladio Bonilla Ramos - June 01, 2021

25

E. Bonilla Ramos

A Oh yes, yes, I was working with them.

Yes, that is true.

Q You were a contractor with them?

A Yes, but before I worked for them.

Q So before you became a driver for  
Bonilla Ramos Delivery Incorporated you were  
driving as a contractor for Niatco Trucking?

A Yes.

Q And you delivered appliances?

A Yes, that is correct.

Q What is Capital Warehouse?

A Capital Warehouse was the location  
where I think where they would stage everything.

Q So that was where you would pick up or  
deliver the items for Niatco Trucking?

A Yes, that is correct.

Q So can you think of any other  
companies where you may have been doing  
commercial driving?

A I don't remember.

Q The motor vehicle accident that you  
mentioned that became a lawsuit that was while  
you were delivering for Niatco Trucking?

A Yes.

Eladio Bonilla Ramos - June 01, 2021

26

1 E. Bonilla Ramos

2 Q What was the reason why you quit  
3 driving in 2015?

4 A Because they didn't pay very well and  
5 they were not giving me much work. They were not  
6 giving me enough days. It was not enough work. In  
7 other words, it was not enough money for me to  
8 continue to pay for the insurance. The honest  
9 truth is they didn't pay what they were suppose  
10 to pay.

11 Q Are you still owed money?

12 A I don't know what to say because  
13 sometimes they would not pay for the stops I was  
14 suppose to make.

15 Q Do you remember the name of account  
16 executive that you dealt with at Syosset?

17 A Yes, I think his name was Andrew  
18 Wilson.

19 Q Any other managers or account  
20 executives that you can recall?

21 A There was another one named Joshua and  
22 then there was another one named Chris, Chris I  
23 don't remember his last name. But Chris wouldn't  
24 be there in the office.

25 Q Do you know what Chris did?

Eladio Bonilla Ramos - June 01, 2021

27

1 E. Bonilla Ramos

2 A I think he was the Manager of all the  
3 different locations I think. I don't know  
4 exactly.

5 Q Since Bonilla Ramos Delivery  
6 Incorporated was formed have you always owned all  
7 of that company?

8 A No.

9 Q Was the business address for your  
10 company different from your home address?

11 A My home address, yes.

12 Q Have you had any ownership interest in  
13 any other businesses besides Bonilla Ramos  
14 Delivery Incorporated?

15 A No, not for now.

16 Q Other than Chief Executive Officer did  
17 you have any other job title for your company?

18 A No.

19 Q How many individuals worked for  
20 Bonilla Ramos Delivery Incorporated?

21 A At first Will Bonilla drove with me  
22 and then I had another driver driving with me, I  
23 don't remember his name, because I had another  
24 truck but since there was not enough business I  
25 took the other truck out.



Eladio Bonilla Ramos - June 01, 2021

28

1 E. Bonilla Ramos

2 Q Let me break that down a little bit.

3 You were operating up to two trucks;  
4 is that right?

5 A Yes, but it was not for very long.

6 Q While you had two trucks you had at  
7 least one other driver that was an employee of  
8 Bonilla Ramos Delivery?

9 A Yes, but like let me repeat, it was  
10 not very long.

11 Q Not at the same time but at different  
12 points in time you had two different individuals  
13 that you employed for that role?

14 A Yes.

15 Q Do you recall their names?

16 A I remember Will Bonilla but I don't  
17 remember the other one.

18 Q Do you recall someone named Junis  
19 Barrios?

20 A Yes, I remember him, a little thin  
21 guy, Junis.

22 Q What about Roger Romero?

23 A I don't remember Roger Romero. Roger  
24 Romero, no, I don't remember him.

25 Q Is Will Bonilla related to you?

Eladio Bonilla Ramos - June 01, 2021

29

1 E. Bonilla Ramos

2 A Yes.

3 Q In what way?

4 A Like family but like distant family,  
5 like third cousin or something like that.

6 Q Was Will Bonilla a driver or a helper?

7 A Helper.

8 Q Can you recall any other helpers that  
9 your company employed?

10 A The truth is I don't really remember.  
11 Perhaps there were others that worked there but I  
12 think they might have only worked there a few  
13 days and then they left. I don't know.

14 Q How did you decide to hire more  
15 drivers or helpers?

16 A Because they told me they were going  
17 to give me another truck to drive but from what I  
18 can see they were not giving me the necessary  
19 days that I needed to be able to pay for my  
20 expenses and the insurances.

21 Q So from your perspective it was not  
22 profitable for you to operate that second truck?

23 MR. WEBER: Objection.

24 A That is correct.

25 MS. QUILLEN: Sir, we have been going

Eladio Bonilla Ramos - June 01, 2021

30

1 E. Bonilla Ramos

2 for almost an hour. Let's take a five  
3 minute break for just comfort and we  
4 will go off the record.

5 VIDEOGRAPHER: We are going off the  
6 record at 3:22.

7 VIDEOGRAPHER: This meeting is being  
8 recorded. The time is 3:35 and we are  
9 back on the record.

10 Q Mr. Bonilla Ramos, we are back on the  
11 record and you're still under oath; do you  
12 understand that?

13 A Yes.

14 Q Before we took our break we were  
15 speaking about drivers and helpers that were  
16 employed by Bonilla Ramos Delivery; do you recall  
17 that testimony?

18 A Yes.

19 Q During the time period when you were  
20 operating two trucks is it correct that the most  
21 employees that you had were four at that time?

22 A Yes, that is correct. Yes, but they  
23 would not give us many days. Sometimes one truck  
24 would work, the other one would not work.  
25 Sometimes I would have to be in one, have to be

Eladio Bonilla Ramos - June 01, 2021

31

1 E. Bonilla Ramos

2 in the other because they would give me one truck  
3 and not the other.

4 Q Is it correct that the fewest number  
5 of employees that Bonilla Ramos Delivery had were  
6 two at any one time?

7 A It could be two or three or four like  
8 I mentioned because of the other truck but as I  
9 mentioned sometimes the other truck worked and  
10 sometimes it didn't work so I couldn't tell you  
11 exactly.

12 Q Did you own both of those trucks?

13 A Yes.

14 Q What kind of trucks were they?

15 A I had a Hino and a GMC.

16 Q Were they both box trucks?

17 A Yes.

18 Q Do you recall when you purchased those  
19 trucks?

20 A No, not the year exactly.

21 Q Do you recall when you sold them?

22 A After I finished working for the  
23 company that she represents.

24 Q In 2015 when you quit driving for HDL  
25 that is you still owned both of those trucks?

Eladio Bonilla Ramos - June 01, 2021

32

E. Bonilla Ramos

A Yes.

Q When you started driving for HDL did you own both of those trucks?

A I had one then I bought the other.

Q When you bought the second truck was that around the same time when you hired the second driver?

A Yes, something like that.

Q Did Bonilla Ramos Delivery have its own business banking account?

A Yes.

Q Do you recall when you opened that banking account?

A No.

Q Is it still open?

A No.

Q Did you deposit all of the payments that HDL paid to Bonilla Ramos Delivery into that account?

A Yes.

Q Did Bonilla Ramos Delivery earn income from any source other than HDL between the years 2008 and 2015?

A That I remember, no.

Eladio Bonilla Ramos - June 01, 2021

33

1 E. Bonilla Ramos

2 Q What about you individually did you  
3 work for any other company?

4 A Yes, I believe I worked with another  
5 person that did delivery of piping but I don't  
6 remember if it was while I was still working for  
7 their company or afterwards. I don't remember.

8 Q Did you say piping like for gas, gas  
9 pipes?

10 A No, it was like things for plumbing.

11 Q You were operating a commercial  
12 vehicle?

13 A Yes.

14 Q Do you recall the name of the company  
15 or the person you worked for?

16 A Yes, but it was not for very long. I  
17 only did it one day a week, maybe ten, 15 times,  
18 not a lot of times.

19 Q Were you an employee or just a  
20 contractor?

21 A Contractor.

22 Q How did Bonilla Ramos Delivery pay  
23 you?

24 A How? I don't understand the question.  
25 I don't know what.

Eladio Bonilla Ramos - June 01, 2021

34

1 E. Bonilla Ramos

2 Q So you deposited payments from HDL  
3 into the business bank account for Bonilla Ramos  
4 Delivery; is that right?

5 A Correct.

6 Q Did you pay yourself from that same  
7 bank account?

8 A Yes, I did it. Yes, I did it that way,  
9 yes.

10 Q Did you have a set number that you  
11 paid yourself?

12 A Not exactly.

13 Q Could you explain how you paid  
14 yourself?

15 A Well the accountant she took care of  
16 that for me because basically when I needed  
17 something I would take the money from there but  
18 then my accountant she would break it all down  
19 for me. Basically she would ask me how much I  
20 would make a year and how much was I taking out  
21 from the company.

22 Q So did you run your personal expenses  
23 through the same business account?

24 A We can say something like that.

25 Q But it wasn't a salary, a set amount

Eladio Bonilla Ramos - June 01, 2021

35

E. Bonilla Ramos

that you took out?

A No.

Q Did the amount that you spent for your personal expenses from that bank account depend on how much money the company made that week?

A I don't remember exactly.

Q Do you recall how frequently you took draws from that bank account?

A No, I don't remember. I don't remember exactly.

Q You have looked for but then unable to find any of those records relating to that business bank account?

A If I checked the bank records, is that what you're asking?

Q Did you check for those records?

A Where, at the bank?

Q Anywhere?

A I searched for them but I didn't find them but not through the bank.

Q So you checked your records at home but didn't find them?

A Yes, exactly.

Q Do you recall who your accountant was



Eladio Bonilla Ramos - June 01, 2021

36

1 E. Bonilla Ramos

2 at this time?

3 A She would do my taxes. She is in  
4 Westbury. She lives in Westbury.

5 Q Do you recall the amount that you  
6 would have taken in any year for your personal  
7 payments from Bonilla Ramos Delivery?

8 A No, I don't remember.

9 Q Other than those bank accounts or your  
10 accountant records are you aware of any other  
11 place where you can find that information?

12 A No.

13 Q Did you pay your drivers and helpers  
14 from that business bank account?

15 A Yes, that is correct.

16 Q Did you pay them by check or cash?

17 A Check.

18 Q How frequently?

19 A Every week.

20 Q What amount did you pay?

21 A I don't remember the amount that I  
22 would pay them because it was different based on  
23 what they would work.

24 Q Did you pay them a percentage of what  
25 HDL paid your company?

Eladio Bonilla Ramos - June 01, 2021

37

1 E. Bonilla Ramos

2 A No, I would pay the correct minimum  
3 salary.

4 Q So you paid an hourly rate?

5 A We can say that.

6 Q Did you give them a W-2 at the end of  
7 the year or a 1099?

8 A I don't remember.

9 Q Was that handled by your accountant?

10 A It seems that she would do it with the  
11 checks she would do it at the end of the year.

12 Q Would you say that the amount that you  
13 took from the business bank account was according  
14 to the amount of work that you did for the  
15 company?

16 A No, because there were times where we  
17 would get home very late at night they would give  
18 us a lot of deliveries but it was not sufficient  
19 what they would pay me and that is the reason why  
20 I left.

21 Q Did you advertise your business  
22 anywhere?

23 A I don't understand that question.

24 Q When you needed to hire a driver or a  
25 helper did you ever advertise the job posting?

Eladio Bonilla Ramos - June 01, 2021

38

E. Bonilla Ramos

A No.

Q How did you locate the drivers and helpers when you needed to hire one?

A Sometimes through acquaintances.

Q Any other way?

A Or I would ask if anybody needed work.

Q Did you ever advertise your delivery services to any other company?

A No.

Q On days that you were not operating --

A No, because at that time we were only working for the company that she represents.

Q On the days that you were not driving for HDL did you drive for any other purpose with your truck?

A No, because they would not tell us which days they would give us delivery.

Q Did you have business cards for your company?

A No.

Q Did Bonilla Ramos Delivery Incorporated appear on the company's trucks?

A Yes.

Q Where on the truck?

Eladio Bonilla Ramos - June 01, 2021

39

E. Bonilla Ramos

A On the side of the trucks.

Q On like the door?

A No, on the box.

Q Was it painted?

A It was like stickers.

Q Did you have logos on your shirts for  
Bonilla Ramos Delivery?

A No.

Q Did you have hats or any other items  
that you wore that had your company name on it?

A They would not allow us to put our  
name.

Q Who is they?

A The company that we worked for.

Q Did you wear any items that said HDL  
on them?

A Like, like what?

Q Clothing items?

A We wore the shirt that they gave us at  
Sears a shirt that said Sears. That is what the  
shirt said.

Q Did your company pay for that shirt?

A We would pay for those shirts. We  
would buy them there. And then they gave us other

Eladio Bonilla Ramos - June 01, 2021

40

1 E. Bonilla Ramos

2 shirts that said Home Delivery Experts and we  
3 paid for those shirts also.

4 Q When you hired a driver or a helper  
5 you would pay for their clothing items?

6 A I would pay for it, yes.

7 Q Did you have a set number of days that  
8 you worked per week?

9 A No, I didn't have set days.

10 Q Every week was different?

11 A That is correct.

12 Q Was there a certain time that you  
13 started each day?

14 A We had a start time but we didn't have  
15 an end time.

16 Q Was that the time that you needed to  
17 be at the warehouse to pick up the Sears items?

18 A Repeat that. I didn't hear that too  
19 well.

20 Q Was that time where you needed to pick  
21 up the items from the warehouse for Sears?

22 A Yes, that is the time they would tell  
23 us the time the arrival time we would arrive at  
24 5:00 in the morning but we didn't have any end  
25 time.

Eladio Bonilla Ramos - June 01, 2021

41

1 E. Bonilla Ramos

2 Q Was that time set by Sears?

3 A Probably because we worked for the  
4 company that she represents they told us to  
5 arrive at that time.

6 Q That is your testimony that HDL told  
7 you to arrive at that time?

8 A Yes, because they were not our bosses.  
9 Sears didn't tell us anything. The one who paid  
10 us was the company HDL.

11 Q How did you find out if you were  
12 scheduled for deliveries?

13 A They would let us know a day ahead in  
14 the afternoon when we would get there and if not  
15 they would call us.

16 Q Who would call?

17 A HDL.

18 Q Did you have the ability to say you  
19 didn't want to drive the next day?

20 A No, we couldn't say that. If we said  
21 no sometimes they would tell us okay you don't  
22 have any more work here then. So we really  
23 couldn't, we couldn't say no.

24 Q Who told you that?

25 A The supervisors there, primarily

Eladio Bonilla Ramos - June 01, 2021

42

1 E. Bonilla Ramos

2 supervisor named Daniel Wilson.

3 Q Did you have the ability to decide to  
4 not personally work the next day if you had a  
5 driver that was available?

6 A Repeat the question.

7 Q If HDL only needed one truck could you  
8 have your other driver operate instead of  
9 yourself?

10 A In that, yes.

11 Q When you would arrive would you  
12 receive a manifest?

13 A Yes.

14 Q The manifest would show the number of  
15 stops that the truck would have for the day?

16 A Yes, that is right.

17 Q You can take those stops in any order?

18 MR. WEBER: Objection to the form.

19 A No, because each stop was scheduled  
20 for an hour and each stop we would have to arrive  
21 by that hour. They wanted everything in order.

22 Q So Sears customers expected their  
23 delivery within a window of time?

24 A Yes, I think that is how it was but I  
25 am not sure if it was the client or they were the

Eladio Bonilla Ramos - June 01, 2021

43

1 E. Bonilla Ramos

2 ones that determined the orders like that.

3 Q Were you ever able to take an order  
4 out of sequence that was on the manifest?

5 A That I remember, no, or, not that I  
6 remember.

7 Q If you arrived and the customer was  
8 not at home could you reschedule?

9 A We would have to call customer  
10 service. Customer service would have to give us a  
11 number, a code, so we can continue on our route.

12 Q The number for customer service was  
13 that Sears?

14 A I think so.

15 Q What was the reason other than  
16 customer service for you to interact with Sears  
17 while you were making deliveries?

18 A No, I don't understand the question.

19 Q Other than the inability to make your  
20 delivery to a customer were there any other  
21 reasons why you would contact Sears customer  
22 service during the day?

23 A No, only if the client was not at home  
24 or if the client had rescheduled.

25 Q Were there any reasons for you to



Eladio Bonilla Ramos - June 01, 2021

44

1 E. Bonilla Ramos

2 contact HDL while you were out making deliveries?

3 A I don't think so.

4 Q If you were ahead of scheduled were  
5 you allowed to call a customer to see if they  
6 would accept a delivery earlier than what was  
7 shown on a manifest?

8 A Yes, I think so.

9 Q Would you have to contact Sears  
10 customer service before you did that?

11 A No, all we had to do was call the  
12 client.

13 Q That information was on the manifest?

14 A Uh-huh, the order that we arrived, the  
15 order that we leave.

16 Q And the phone number for the customer?

17 A It was on the manifest on the list.

18 Q Did you ever lease a truck while you  
19 were operating for HDL?

20 A I don't think so.

21 Q When you operated in Buffalo did you  
22 take one of your two trucks there?

23 A Oh yes, yes, that is true, that is  
24 true, I remember I rented a truck.

25 Q When you drove in Buffalo you rented a

Eladio Bonilla Ramos - June 01, 2021

45

1 E. Bonilla Ramos

2 truck specifically for that purpose?

3 A Yes.

4 Q What was the reason why you operated  
5 in Buffalo for a couple of weeks?

6 A Because the supervisor the boss Chris  
7 needed people in Buffalo.

8 Q Did you have a truck continue to  
9 operate in Syosset during those weeks?

10 A I don't think so. I am not too sure  
11 but no.

12 Q Did Chris offer you higher rates if  
13 you would work in Buffalo?

14 A He told me he would pay me for the  
15 day.

16 Q Is that how you usually got paid in  
17 Syosset?

18 A No, in Syosset they would pay me per  
19 stop.

20 Q Did you end up making more in Buffalo  
21 than you would have if you stayed in Syosset  
22 those weeks?

23 A What was that?

24 Q Did you end up making more in Buffalo  
25 for the two weeks that you worked there than if

Eladio Bonilla Ramos - June 01, 2021

46

1 E. Bonilla Ramos

2 you would have stayed in Syosset?

3 A I don't think so because between my  
4 renting the truck and what I spent in gas because  
5 of Buffalo we would run do a lot more runs so I  
6 think we can say that it was not much that I  
7 made.

8 Q Your company paid for the insurance  
9 for your two trucks; is that right?

10 A Yes, me, yes, that is correct.

11 Q Insurance for the individuals workers'  
12 compensation did you have anything like that that  
13 covered your workers?

14 A Yes, I had workman's comp insurance.

15 Q And your company paid for that?

16 A That is correct.

17 Q Did you have a cell phone that you  
18 used during work?

19 A Yes.

20 Q Was that paid for by your company?

21 A I would pay that, the company.

22 Q Did you have a note on your two trucks  
23 or did you buy them outright?

24 A No, hold on, the Hino I was paying,  
25 how do you call that, I got from a dealer I was

Eladio Bonilla Ramos - June 01, 2021

47

1 E. Bonilla Ramos

2 paying a dealer.

3 Q The GMC you paid outright for?

4 A Yes, I paid for it.

5 Q Both the purchase of the truck and  
6 then the payments that you were making to the  
7 dealership those were all run through the  
8 business bank account through your company?

9 A I think so, yes, yes.

10 Q The expenses were maintained?

11 A But I was paying for it while I was  
12 working for Niatco Truck. When I was working for  
13 Sears I don't remember if I was still making  
14 payments. I don't remember.

15 Q So you had the Hino before you started  
16 working for HDL?

17 A That is correct.

18 Q And then all of the maintenance for  
19 your two trucks those were paid for by your  
20 company?

21 A Yes.

22 Q Tires, oil changes, breakdowns?

23 A Yes.

24 Q All of the gas while you were  
25 operating the truck?

Eladio Bonilla Ramos - June 01, 2021

48

1 E. Bonilla Ramos

2 A Yes.

3 Q Other than expenses for shirts that  
4 you purchased that said Sears on them can you  
5 recall any other expenses that were deducted from  
6 your settlement from HDL?

7 A They would deduct also if we had a  
8 small claim like a small damage or anything they  
9 would deduct that as well.

10 Q The deduction for those damages those  
11 damage could have been caused by one of your  
12 drivers; is that right?

13 A Uh-huh, yes, yes.

14 Q Rather than charge the driver or the  
15 helper for those damages those were expenses that  
16 you paid for through your company?

17 A Yes, I would pay for them.

18 Q If you caused the damage it also would  
19 be paid for by the company?

20 A Yes, yes.

21 Could you repeat the question? Are  
22 you saying if I damaged something would I have to  
23 pay for it, is that what you're saying?

24 Q Yes, did you personally pay for it or  
25 is that something that you paid for through your

Eladio Bonilla Ramos - June 01, 2021

49

1 E. Bonilla Ramos

2 business bank account?

3 A No, like if there was a claim they  
4 would deduct that from your paycheck. For  
5 instance, if there was damage to a refrigerator  
6 they would deduct that from your check.

7 Q It was just that much less that would  
8 be deposited into your business bank account?

9 A No, they would sometimes deduct like  
10 \$50 a week or something a check that they would  
11 pay me, like for instance, depending on the size  
12 of the damage or the claim. One time there was a  
13 claim that they charged me for for a leak to a  
14 refrigerator and they charged me \$5,000 for that  
15 claim and they were just deducting that little by  
16 little off the checks they were giving me.

17 Q Do you recall receiving a weekly  
18 settlement statement from HDL?

19 A Yes, they would give me a check every  
20 week. I think if I recall every week they would  
21 give me a check.

22 Q With your check you would get a  
23 statement to show how many stops had been  
24 completed and were being paid?

25 A Exactly, yes, exactly but sometimes I

Eladio Bonilla Ramos - June 01, 2021

50

1 E. Bonilla Ramos

2 would complain that they would not put all the  
3 stops that I had done.

4 (Whereupon, Defendant's Exhibit 1,  
5 HomeDeliveryLink Delivery Settlement  
6 Statement, 1 page, was marked for  
7 identification.)

8 Q I am showing you what has been marked  
9 Exhibit 1. Can you see a spreadsheet, sir?

10 A Yes.

11 Q Now this is an electronic file that  
12 you would have received a paper copy with your  
13 check that would have looked like this; right?

14 A Correct. I don't remember. I just  
15 remember that I received a check. I don't  
16 remember if there was a stub associated.

17 Q Does this Exhibit 1 look familiar to  
18 you?

19 A Yes, it seems to be, yes.

20 Q So this is titled Delivery Settlement  
21 Statement; do you see that at the top?

22 A Uh-huh.

23 Q Is that a yes?

24 A I don't, it seems to be, yes.

25 Q This is a record that relates to week

Eladio Bonilla Ramos - June 01, 2021

51

1 E. Bonilla Ramos

2 ending June 21, 2014; do you see that?

3 A Uh-huh.

4 Q Is that a yes?

5 A It seems to be. It appears to be that  
6 way, yes, I think it is correct but I am not sure  
7 exactly if that is what that is.

8 Q I know its been a while since you have  
9 driven for HDL and this record is from 2014.

10 You have not been able to locate any  
11 records relating to that time; correct?

12 A Yes, that is right.

13 Q So this is a record that HDL has been  
14 able to locate relating to this leak.

15 Do you have any reason to believe that  
16 this record is not accurate?

17 A I honestly I just don't remember. Do  
18 you understand?

19 Q I am not asking you to remember  
20 everything that is on this record.

21 I am just asking as you sit here today  
22 can you think of any reason why HDL's records  
23 would not be accurate?

24 A I wouldn't be able to tell you  
25 regarding the statement. I wouldn't be able to



Eladio Bonilla Ramos - June 01, 2021

52

1 E. Bonilla Ramos

2 tell you anything regarding the statement. I

3 wouldn't be able to say regarding this statement,

4 I don't know.

5 Q This record shows you working every  
6 single day of the week of June 21, 2014.

7 Are you saying that you can't verify  
8 that?

9 MR. WEBER: Objection.

10 A No, I don't have any record right now,  
11 no.

12 Q And you're not sure if that is  
13 correct?

14 A Yes, that is right. I am not sure.

15 Q HDL's records may not accurately  
16 reflect the days that you personally worked?

17 MR. WEBER: Objection. You can  
18 answer.

19 A What was that? I didn't understand. I  
20 didn't hear what you said.

21 Q You didn't hear my question or you  
22 didn't hear what your counsel said?

23 A I don't know what they said, nothing,  
24 no one. I didn't hear nothing that no one said.

25 (Whereby, the requested portion was

Eladio Bonilla Ramos - June 01, 2021

53

1 E. Bonilla Ramos

2 read back by the reporter.)

3 A Oh, I wouldn't know. I wouldn't be  
4 able to tell you that because I don't have any  
5 proof.

6 Q Sir, I am directing your attention to  
7 Exhibit 1 the spreadsheet. I just want to ask  
8 you some questions about it.

9 Now it says that there were some  
10 completed stops the week of June 21, 2014.

11 Was your company paid by the stop, a  
12 set amount, a flat rate?

13 MR. WEBER: Objection. Misleading.

14 Q You can answer the question.

15 A I think it doesn't.

16 Q How were you paid by HDL?

17 A Could you repeat the question again  
18 because I am a little confused with the question  
19 you made. Can you please repeat it.

20 Q You were not paid by the hour;  
21 correct?

22 A No, they always paid per stop.

23 Q And so a settlement statement like  
24 this would have shown you the stops that you were  
25 getting paid for; is that right?

Eladio Bonilla Ramos - June 01, 2021

54

1 E. Bonilla Ramos

2 A Uh-huh, that is correct.

3 Q The day on the settlement sheet with  
4 the most stops is the Sunday with 18; do you see  
5 that?

6 A Uh-huh, yes.

7 Q There is also the same day when you  
8 had the most pay for completed deliveries because  
9 it was per stop that you were paid?

10 A But I don't remember if I did all of  
11 those stops.

12 Q Okay, so even though it says that  
13 you're the driver on the settlement statement you  
14 are not sure if you completed all 18 of those  
15 stops?

16 MR. WEBER: Objection. Misstating  
17 his testimony.

18 A That is why I don't understand the  
19 question. That is why I am a little confused. I  
20 am confused had with the question you're asking.

21 Q So you stated that you were not sure  
22 if you completed all of the deliveries for those  
23 18 stops; is that right?

24 MR. WEBER: Objection.

25 A I don't remember. I don't remember how

Eladio Bonilla Ramos - June 01, 2021

55

1 E. Bonilla Ramos

2 could I remember.

3 Q This record shows you as the driver  
4 but you're saying that that may not be accurate?

5 MR. WEBER: Objection.

6 A I don't know what to tell you.

7 Q Is there something specific about my  
8 question that you are not understanding, sir?

9 A The paper that they gave me that is  
10 how they were paid but I couldn't tell you  
11 whether it was yes or no.

12 Q You're not sure if you completed those  
13 18 stops that are shown on this Exhibit 1?

14 MR. WEBER: Objection. Misstating his  
15 testimony.

16 A The question that you're asking me is  
17 that you're saying I am not sure. Of course I am  
18 not sure because it's been a long time.

19 Q And you're not sure that this record  
20 is correct?

21 MR. WEBER: Objection. Misstating his  
22 testimony again. Asked and answered.

23 A Repeat again what you said.

24 (Whereby, the requested portion was  
25 read back by the reporter.)

Eladio Bonilla Ramos - June 01, 2021

56

1 E. Bonilla Ramos

2 A Exactly, I don't know. I wouldn't be  
3 able to tell you because its been a long time.

4 Q Sir, do you need to take a break?

5 A Yes, please.

6 VIDEOGRAPHER: The time is 4:30 and  
7 we are going off the record.

8 VIDEOGRAPHER: This meeting is being  
9 recorded. It is 4:44 and we are back  
10 on the record.

11 MS. QUILLEN: I pass the witness.

12 MR. WEBER: I have a couple of  
13 followup questions.

14 EXAMINATION BY

15 MR. WEBER:

16 Q When you had one truck on the road  
17 generally would you drive the truck?

18 A Yes.

19 Q And is that because you would make no  
20 money if you paid someone else to drive your  
21 truck?

22 MS. QUILLEN: Objection. Leading.

23 A Yes, that is correct.

24 Q Earlier I believe one of the questions  
25 was whether you owned all of your trucking

Eladio Bonilla Ramos - June 01, 2021

57

1 E. Bonilla Ramos

2 company and your answer was no.

3 Did anyone else have an ownership  
4 interest in the trucking company?

5 A No, just me.

6 Q We ended with a lot of questions about  
7 your pay stub from Miss Quillen and you said you  
8 couldn't remember --

9 Let me back up.

10 Generally when you got your pay stub  
11 if it said that you had made for example 18 stops  
12 on one day was that accurate?

13 A No, I don't remember. Its been too  
14 long. I wouldn't know what to tell you. The  
15 honest truth is I don't remember.

16 Q You don't remember whether on the day  
17 that the pay check we were looking at whether you  
18 actually made 18 stops; is that correct?

19 A I do not remember.

20 Q But when you worked for HDL and when  
21 you got your pay stub at the end of the week in  
22 general if the pay stub said you drove seven days  
23 a week or five days a week or what ever the pay  
24 stub said would that generally speaking be  
25 accurate?

Eladio Bonilla Ramos - June 01, 2021

58

E. Bonilla Ramos

MS. QUILLEN: Objection. Leading.

A Well, I think so.

MR. WEBER: That is all I have.

MS. QUILLEN: No further questions.

VIDEOGRAPHER: The time is 4:48.

This concludes the deposition.

(Time noted: 4:48 p.m.)

ELADIO BONILLA RAMOS

Subscribed and sworn to before me

this      day of      , 2021.

NOTARY PUBLIC

Eladio Bonilla Ramos - June 01, 2021

59

E. Bonilla Ramos

## ----- EXHIBIT INDEX-----

WITNESS EXAMINATION BY PAGE

ELADIO BONILLA RAMOS MS. QUILLEN 7

MR. WEBER 56

## ----- EXHIBITS-----

DEFENDANT'S PAGE

Exhibit 4, 18 Department of State,

Existing Corporations and

Businesses, Corporation &amp;

Business Entity Database

Search, 3 pages

Exhibit 1, 50 HomeDeliveryLink Delivery

Settlement Statement, 1 page

## "INFORMATION/DOCUMENTATION REQUEST INDEX"

## ----- DOCUMENT REQUEST -----

-NONE-

## ----- INFORMATION TO BE FURNISHED -----

-NONE-

## ----- RULINGS -----

-NONE-

oOo



Eladio Bonilla Ramos - June 01, 2021

60

E. Bonilla Ramos

CERTIFICATION

STATE OF NEW YORK )  
                                  ) ss.:  
COUNTY OF NEW YORK )

I, LAURA B. LOWENTHAL, a Notary  
Public within and for the State of New York, do  
hereby certify:

That ELADIO BONILLA RAMOS the  
witness(es) whose deposition(s) is(are)  
hereinbefore set forth, was(were) duly sworn by  
me and that such deposition(s) is(are) a true and  
accurate record of the testimony given by such  
witness(es).

I further certify that I am not  
related to any of the parties to the action by  
blood or marriage; and that I am in no way  
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have  
hereunto set my hand this 1st day of June, 2021.

---

LAURA B. LOWENTHAL

<hr/>	<b>4:48</b> 58:6,8	<b>allowed</b> 44:5
<hr/> <b>\$</b> <hr/>	<hr/> <b>5</b> <hr/>	<b>amount</b> 34:25 35:4 36:5,20,21 37:12, 14 53:12
<b>\$5,000</b> 49:14	<b>532</b> 7:16 10:4	<b>Andrew</b> 26:17
<b>\$50</b> 49:10	<b>5:00</b> 40:24	<b>Angel</b> 24:11
<hr/> <b>1</b> <hr/>	<hr/> <b>7</b> <hr/>	<b>answers</b> 8:12
<b>1</b> 6:4 50:4,6,9,17 53:7 55:13	<hr/> <b>70</b> 11:2	<b>appears</b> 51:5
<b>1099</b> 37:7	<hr/> <b>8</b> <hr/>	<b>appliances</b> 24:22 25:10
<b>11590</b> 7:17	<hr/> <b>80</b> 10:25 11:2	<b>applied</b> 22:5
<b>15</b> 33:17	<hr/> <b>9</b> <hr/>	<b>approximately</b> 6:5
<b>18</b> 54:4,14,23 55:13 57:11,18	<hr/> <b>90</b> 10:25	<b>arrival</b> 40:23
<b>19</b> 19:21	<hr/> <b>A</b> <hr/>	<b>arrive</b> 40:23 41:5,7 42:11,20
<b>1993</b> 15:10	<b>Aaron</b> 24:11	<b>arrived</b> 43:7 44:14
<b>1994</b> 10:19	<b>ability</b> 9:25 41:18 42:3	<b>Ash</b> 16:13,19
<hr/> <b>2</b> <hr/>	<b>accept</b> 44:6	<b>attend</b> 15:24 16:2
<b>2000</b> 10:6	<b>accident</b> 11:15 13:6 25:22	<b>attended</b> 16:7
<b>2008</b> 12:16 15:18 32:24	<b>account</b> 26:15,19 32:11,14,20 34:3, 7,23 35:5,9,14 36:14 37:13 47:8 49:2, 8	<b>attending</b> 15:25
<b>2009</b> 12:16 15:18	<b>accountant</b> 18:15 20:25 34:15,18 35:25 36:10 37:9	<b>attention</b> 53:6
<b>2010</b> 11:21	<b>accounts</b> 36:9	<b>attorney</b> 6:16 7:19 14:14,16
<b>2012</b> 18:21,22 19:21	<b>accurate</b> 51:16,23 55:4 57:12,25	<b>attractive</b> 21:23
<b>2014</b> 51:2,9 52:6 53:10	<b>accurately</b> 52:15	<b>aware</b> 36:10
<b>2015</b> 17:25 26:3 31:24 32:24	<b>acquaintances</b> 38:5	<b>Aydaline</b> 6:9
<b>2021</b> 6:5 58:14	<b>active</b> 18:13	<hr/> <b>B</b> <hr/>
<b>21</b> 51:2 52:6 53:10	<b>Adam</b> 24:9,12	<b>back</b> 11:18 30:9,10 53:2 55:25 56:9 57:9
<b>27th</b> 16:20	<b>address</b> 7:15 10:3,11,14 27:9,10,11	<b>bank</b> 34:3,7 35:5,9,14,15,18,21 36:9, 14 37:13 47:8 49:2,8
<b>2:33</b> 6:5	<b>advertise</b> 37:21,25 38:8	<b>banking</b> 32:11,14
<hr/> <b>3</b> <hr/>	<b>advising</b> 13:24	<b>Bankruptcies</b> 13:13
<b>3</b> 19:3	<b>afternoon</b> 41:14	<b>Barrios</b> 28:19
<b>3:22</b> 30:6	<b>agreement</b> 8:15,18	<b>based</b> 23:20,24 24:15 36:22
<b>3:35</b> 30:8	<b>ahead</b> 41:13 44:4	<b>basically</b> 34:16,19
<hr/> <b>4</b> <hr/>	<b>alcohol</b> 9:23	<b>Bay</b> 15:25 16:2
<b>4</b> 18:23		<b>beginning</b> 6:14 22:10
<b>4:30</b> 56:6		<b>behalf</b> 6:11
<b>4:44</b> 56:9		<b>Benjamin</b> 6:20 8:3
		<b>bit</b> 11:13 16:9 28:2

<p><b>BOCES</b> 16:9</p> <p><b>Bonilla</b> 6:4,22 7:13 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1,9 19:1,18 20:1,11 21:1 22:1 23:1 24:1, 17 25:1,7 26:1 27:1,5,13,20,21 28:1, 8,16,25 29:1,6 30:1,10,16 31:1,5 32:1,10,19,22 33:1,22 34:1,3 35:1 36:1,7 37:1 38:1,22 39:1,8 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1 55:1 56:1 57:1 58:1,11</p> <p><b>boss</b> 45:6</p> <p><b>bosses</b> 41:8</p> <p><b>bought</b> 32:5,6</p> <p><b>box</b> 31:16 39:4</p> <p><b>break</b> 9:10 28:2 30:3,14 34:18 56:4</p> <p><b>breakdowns</b> 47:22</p> <p><b>breaks</b> 9:13</p> <p><b>bring</b> 17:19</p> <p><b>Buffalo</b> 23:4,8,20,22 44:21,25 45:5, 7,13,20,24 46:5</p> <p><b>Building</b> 17:9,10</p> <p><b>business</b> 13:8 19:2 27:9,24 32:11 34:3,23 35:14 36:14 37:13,21 38:19 47:8 49:2,8</p> <p><b>businesses</b> 18:25 27:13</p> <p><b>buy</b> 39:25 46:23</p> <p><b>buying</b> 11:17</p> <hr/> <p style="text-align: center;"><b>C</b></p> <hr/> <p><b>call</b> 41:15,16 43:9 44:5,11 46:25</p> <p><b>called</b> 7:6 16:12 17:9 24:25</p> <p><b>Capital</b> 25:12,13</p> <p><b>car</b> 11:18 17:2,15,21</p> <p><b>cards</b> 38:19</p> <p><b>care</b> 34:15</p> <p><b>cars</b> 17:18</p> <p><b>case</b> 8:17 11:7 12:2 13:7,22 14:6,10 24:9</p> <p><b>cases</b> 13:11 14:7</p> <p><b>cash</b> 36:16</p> <p><b>caused</b> 48:11,18</p>	<p><b>cell</b> 46:17</p> <p><b>changed</b> 22:16</p> <p><b>charge</b> 48:14</p> <p><b>charged</b> 49:13,14</p> <p><b>check</b> 35:17 36:16,17 49:6,10,19,21, 22 50:13,15 57:17</p> <p><b>checked</b> 35:15,22</p> <p><b>checks</b> 37:11 49:16</p> <p><b>Chief</b> 20:7 27:16</p> <p><b>Chris</b> 26:22,23,25 45:6,12</p> <p><b>civil</b> 11:14</p> <p><b>claim</b> 48:8 49:3,12,13,15</p> <p><b>classes</b> 15:25</p> <p><b>client</b> 13:25 42:25 43:23,24 44:12</p> <p><b>clothing</b> 39:19 40:5</p> <p><b>code</b> 43:11</p> <p><b>comfort</b> 30:3</p> <p><b>commercial</b> 15:12 18:5 25:20 33:11</p> <p><b>comp</b> 46:14</p> <p><b>companies</b> 23:24 24:2,4,19 25:19</p> <p><b>company</b> 16:12 17:7 18:8,11,15,17, 20 19:18 20:11,18,19,20 21:2 24:20, 21,24 27:7,10,17 29:9 31:23 33:3,7, 14 34:21 35:6 36:25 37:15 38:9,13,20 39:11,15,23 41:4,10 46:8,15,20,21 47:8,20 48:16,19 53:11 57:2,4</p> <p><b>company's</b> 38:23</p> <p><b>compensation</b> 46:12</p> <p><b>complain</b> 50:2</p> <p><b>complete</b> 15:7</p> <p><b>completed</b> 15:5 49:24 53:10 54:8, 14,22 55:12</p> <p><b>concludes</b> 58:7</p> <p><b>confused</b> 53:18 54:19,20</p> <p><b>construction</b> 16:23 17:2,5</p> <p><b>contact</b> 43:21 44:2,9</p> <p><b>continue</b> 18:13 26:8 43:11 45:8</p> <p><b>contract</b> 7:21</p> <p><b>contracting</b> 12:11</p> <p><b>contractor</b> 21:8 25:4,8 33:20,21</p>	<p><b>conversation</b> 14:19</p> <p><b>copy</b> 50:12</p> <p><b>corporate</b> 18:20</p> <p><b>corporation</b> 18:13 19:2,25 20:14</p> <p><b>Corporations</b> 18:25</p> <p><b>correct</b> 7:22 12:12 18:2 19:20 20:4 22:3,10,21 25:11,17 29:24 30:20,22 31:4 34:5 36:15 37:2 40:11 46:10,16 47:17 50:14 51:6,11 52:13 53:21 54:2 55:20 56:23 57:18</p> <p><b>counsel</b> 52:22</p> <p><b>counsels</b> 6:12</p> <p><b>couple</b> 23:3 45:5 56:12</p> <p><b>court</b> 6:23 8:13,17</p> <p><b>cousin</b> 29:5</p> <p><b>covered</b> 46:13</p> <p><b>create</b> 8:13</p> <p><b>creating</b> 8:19</p> <p><b>criminal</b> 13:11</p> <p><b>current</b> 7:14 10:3,10</p> <p><b>customer</b> 43:7,9,10,12,16,20,21 44:5,10,16</p> <p><b>customers</b> 42:22</p> <p><b>cut</b> 18:15</p> <p><b>cutting</b> 17:6</p> <hr/> <p style="text-align: center;"><b>D</b></p> <hr/> <p><b>damage</b> 48:8,11,18 49:5,12</p> <p><b>damaged</b> 48:22</p> <p><b>damages</b> 48:10,15</p> <p><b>Daniel</b> 42:2</p> <p><b>Database</b> 19:2</p> <p><b>day</b> 19:22 33:17 40:13 41:13,19 42:4, 15 43:22 45:15 52:6 54:3,7 57:12,16 58:14</p> <p><b>days</b> 26:6 29:13,19 30:23 38:11,14, 18 40:7,9 52:16 57:22,23</p> <p><b>dealer</b> 46:25 47:2</p> <p><b>dealership</b> 47:7</p> <p><b>dealt</b> 26:16</p>
---	---	--

<p><b>decide</b> 29:14 42:3</p> <p><b>deduct</b> 48:7,9 49:4,6,9</p> <p><b>deducted</b> 48:5</p> <p><b>deducting</b> 49:15</p> <p><b>deduction</b> 48:10</p> <p><b>defendant</b> 6:18</p> <p><b>Defendant's</b> 18:23 50:4</p> <p><b>deli</b> 11:17</p> <p><b>deliver</b> 23:14 25:16</p> <p><b>delivered</b> 25:10</p> <p><b>deliveries</b> 23:9,12 37:18 41:12 43:17 44:2 54:8,22</p> <p><b>delivering</b> 22:12 24:22 25:24</p> <p><b>delivery</b> 18:9 19:19 20:12,16 22:14 24:18 25:7 27:5,14,20 28:8 30:16 31:5 32:10,19,22 33:5,22 34:4 36:7 38:8,18,22 39:8 40:2 42:23 43:20 44:6 50:5,20</p> <p><b>Department</b> 18:24 19:9</p> <p><b>depend</b> 35:5</p> <p><b>depending</b> 49:11</p> <p><b>deposit</b> 32:18</p> <p><b>deposited</b> 34:2 49:8</p> <p><b>deposition</b> 6:3,10 11:25 14:13,23 15:2 58:7</p> <p><b>determined</b> 43:2</p> <p><b>directing</b> 53:6</p> <p><b>dispute</b> 11:8</p> <p><b>distant</b> 29:4</p> <p><b>divorce</b> 11:7</p> <p><b>divorced</b> 11:9</p> <p><b>document</b> 19:8,9</p> <p><b>documents</b> 12:18 13:2 14:22</p> <p><b>door</b> 39:3</p> <p><b>draws</b> 35:9</p> <p><b>drive</b> 16:17 17:18 18:6 22:23 23:6 24:21 29:17 38:15 41:19 56:17,20</p> <p><b>driven</b> 24:14 51:9</p> <p><b>driver</b> 16:15 21:13 25:6 27:22 28:7 29:6 32:8 37:24 40:4 42:5,8 48:14 54:13 55:3</p>	<p><b>driver's</b> 15:13</p> <p><b>drivers</b> 20:24 23:20 24:6 29:15 30:15 36:13 38:3 48:12</p> <p><b>driving</b> 12:14 15:18,20 16:6,16,18 17:17,25 18:3,12 22:9,15 23:3 24:24 25:8,20 26:3 27:22 31:24 32:3 38:14</p> <p><b>drove</b> 12:19 18:4 22:20 27:21 44:25 57:22</p> <p><b>drugs</b> 9:23</p> <p><b>duly</b> 7:3,6</p> <hr/> <p style="text-align: center;"><b>E</b></p> <hr/> <p><b>earlier</b> 44:6 56:24</p> <p><b>earn</b> 32:22</p> <p><b>eastern</b> 6:6</p> <p><b>education</b> 15:5</p> <p><b>EI</b> 10:13,17,18 15:8 16:8</p> <p><b>Eladio</b> 6:4,22 7:13 58:11</p> <p><b>electronic</b> 50:11</p> <p><b>Emily</b> 6:16 7:18</p> <p><b>employed</b> 28:13 29:9 30:16</p> <p><b>employee</b> 28:7 33:19</p> <p><b>employees</b> 30:21 31:5</p> <p><b>end</b> 22:3 37:6,11 40:15,24 45:20,24 57:21</p> <p><b>ended</b> 57:6</p> <p><b>ending</b> 51:2</p> <p><b>English</b> 10:21,22 16:10</p> <p><b>entity</b> 19:2 22:16</p> <p><b>et al</b> 6:7</p> <p><b>EXAMINATION</b> 7:9 56:14</p> <p><b>examined</b> 7:7</p> <p><b>executive</b> 20:7 26:16 27:16</p> <p><b>executives</b> 26:20</p> <p><b>exhibit</b> 18:23 19:17 50:4,9,17 53:7 55:13</p> <p><b>exist</b> 14:8</p> <p><b>Existing</b> 18:24</p> <p><b>expected</b> 42:22</p>	<p><b>expenses</b> 29:20 34:22 35:5 47:10 48:3,5,15</p> <p><b>experience</b> 24:19</p> <p><b>Experts</b> 40:2</p> <p><b>explain</b> 11:13 34:13</p> <p><b>explained</b> 8:5</p> <hr/> <p style="text-align: center;"><b>F</b></p> <hr/> <p><b>familiar</b> 23:19,23 24:8 50:17</p> <p><b>family</b> 11:8 29:4</p> <p><b>Feary</b> 6:18</p> <p><b>fewest</b> 31:4</p> <p><b>file</b> 50:11</p> <p><b>filing</b> 18:20 19:22</p> <p><b>find</b> 35:13,20,23 36:11 41:11</p> <p><b>fine</b> 8:25 10:2</p> <p><b>finish</b> 9:6</p> <p><b>finished</b> 31:22</p> <p><b>flat</b> 53:12</p> <p><b>followup</b> 56:13</p> <p><b>food</b> 11:17</p> <p><b>form</b> 20:14 42:18</p> <p><b>formed</b> 18:16 19:25 24:17 27:6</p> <p><b>foundation</b> 21:25</p> <p><b>frequently</b> 35:8 36:18</p> <p><b>friend</b> 16:5</p> <p><b>friends</b> 21:9,18</p> <p><b>front</b> 19:5</p> <p><b>Ft</b> 7:19</p> <p><b>full</b> 7:11</p> <hr/> <p style="text-align: center;"><b>G</b></p> <hr/> <p><b>garage</b> 12:24</p> <p><b>garbage</b> 16:17 18:5</p> <p><b>Garcia</b> 6:9</p> <p><b>Garvin</b> 6:17</p> <p><b>gas</b> 33:8 46:4 47:24</p>
---	--	---

<p><b>gave</b> 39:20,25 55:9</p> <p><b>general</b> 57:22</p> <p><b>generally</b> 56:17 57:10,24</p> <p><b>give</b> 11:25 29:17 30:23 31:2 37:6,17 38:18 43:10 49:19,21</p> <p><b>giving</b> 26:5,6 29:18 49:16</p> <p><b>GMC</b> 31:15 47:3</p> <p><b>good</b> 21:19</p> <p><b>grade</b> 15:6 16:8</p> <p><b>graduation</b> 16:8</p> <p><b>guy</b> 28:21</p> <p><b>guys</b> 21:12</p> <hr/> <p style="text-align: center;"><b>H</b></p> <hr/> <p><b>handled</b> 37:9</p> <p><b>Hanson</b> 6:17</p> <p><b>happened</b> 11:19</p> <p><b>happy</b> 9:12</p> <p><b>hats</b> 39:10</p> <p><b>HDL</b> 12:19 15:18 18:3,12 21:4,8 22:23 24:22 31:24 32:3,19,23 34:2 36:25 38:15 39:16 41:6,10,17 42:7 44:2,19 47:16 48:6 49:18 51:9,13 53:16 57:20</p> <p><b>HDL's</b> 17:24 51:22 52:15</p> <p><b>hear</b> 40:18 52:20,21,22,24</p> <p><b>helper</b> 29:6,7 37:25 40:4 48:15</p> <p><b>helpers</b> 29:8,15 30:15 36:13 38:4</p> <p><b>higher</b> 45:12</p> <p><b>highest</b> 15:4</p> <p><b>Hino</b> 31:15 46:24 47:15</p> <p><b>hire</b> 29:14 37:24 38:4</p> <p><b>hired</b> 32:7 40:4</p> <p><b>hiring</b> 21:22</p> <p><b>hit</b> 11:18</p> <p><b>hold</b> 46:24</p> <p><b>home</b> 7:14 27:10,11 35:22 37:17 40:2 43:8,23</p> <p><b>Homedeliverylink</b> 6:7,19 7:20,22 12:11,14 50:5</p>	<p><b>honest</b> 26:8 57:15</p> <p><b>honestly</b> 13:4 51:17</p> <p><b>hour</b> 30:2 42:20,21 53:20</p> <p><b>hourly</b> 37:4</p> <hr/> <p style="text-align: center;"><b>I</b></p> <hr/> <p><b>identification</b> 19:4 50:7</p> <p><b>immigration</b> 13:15,16,21 14:2,4,6</p> <p><b>important</b> 9:2</p> <p><b>inability</b> 43:19</p> <p><b>income</b> 32:22</p> <p><b>Incorporated</b> 18:9 20:12 24:18 25:7 27:6,14,20 38:23</p> <p><b>independent</b> 21:8,12</p> <p><b>individually</b> 33:2</p> <p><b>individuals</b> 27:19 28:12 46:11</p> <p><b>influence</b> 9:23</p> <p><b>information</b> 36:11 44:13</p> <p><b>initial</b> 19:22</p> <p><b>initiate</b> 23:16</p> <p><b>Innovel</b> 22:17,18</p> <p><b>instance</b> 49:5,11</p> <p><b>insurance</b> 26:8 46:8,11,14</p> <p><b>insurances</b> 29:20</p> <p><b>interact</b> 43:16</p> <p><b>interest</b> 27:12 57:4</p> <p><b>interfere</b> 9:24</p> <p><b>interpreter</b> 6:25 7:3</p> <p><b>introduce</b> 6:12</p> <p><b>involved</b> 11:3,10,14 13:8,10 14:5 20:11</p> <p><b>involving</b> 11:15</p> <p><b>items</b> 25:16 39:10,16,19 40:5,17,21</p> <hr/> <p style="text-align: center;"><b>J</b></p> <hr/> <p><b>Jamaica</b> 16:13,19</p> <p><b>job</b> 18:4 27:17 37:25</p> <p><b>jobs</b> 16:25</p>	<p><b>Joshua</b> 26:21</p> <p><b>June</b> 6:4 51:2 52:6 53:10</p> <p><b>Junis</b> 28:18,21</p> <hr/> <p style="text-align: center;"><b>K</b></p> <hr/> <p><b>kind</b> 11:5,11,12 14:7 31:14</p> <p><b>Kloppel</b> 6:7 24:9</p> <hr/> <p style="text-align: center;"><b>L</b></p> <hr/> <p><b>lack</b> 9:23 21:24</p> <p><b>language</b> 10:21</p> <p><b>late</b> 37:17</p> <p><b>lawsuit</b> 11:4,5,6,11,12,15 12:7,10 15:2 25:23</p> <p><b>Leading</b> 56:22 58:2</p> <p><b>leak</b> 49:13 51:14</p> <p><b>learn</b> 16:9 21:7</p> <p><b>lease</b> 44:18</p> <p><b>leave</b> 44:15</p> <p><b>left</b> 29:13 37:20</p> <p><b>level</b> 15:4</p> <p><b>Lexitas</b> 6:11</p> <p><b>license</b> 15:13,21</p> <p><b>Lichten</b> 6:20</p> <p><b>Light</b> 6:17</p> <p><b>Liss-riordan</b> 6:21</p> <p><b>list</b> 44:17</p> <p><b>lists</b> 20:7</p> <p><b>live</b> 7:16</p> <p><b>lived</b> 10:5,10,12,13,14</p> <p><b>lives</b> 36:4</p> <p><b>locate</b> 12:18 13:2 38:3 51:10,14</p> <p><b>location</b> 22:21,24 25:13</p> <p><b>locations</b> 27:3</p> <p><b>logos</b> 39:7</p> <p><b>long</b> 9:11 10:5 12:25 14:19,20 15:11 16:18 17:11,12 21:17 23:21 28:5,10 33:16 55:18 56:3 57:14</p>
--	---	---

Eladio Bonilla Ramos - June 01, 2021

<p><b>longer</b> 18:10</p> <p><b>looked</b> 12:21,23 35:12 50:13</p> <p><b>lot</b> 33:18 37:18 46:5 57:6</p> <p><b>Lowell</b> 7:16 10:4</p> <hr/> <p style="text-align: center;"><b>M</b></p> <hr/> <p><b>made</b> 35:6 46:7 53:19 57:11,18</p> <p><b>maintained</b> 47:10</p> <p><b>maintenance</b> 47:18</p> <p><b>make</b> 19:15 23:9 26:14 34:20 43:19 56:19</p> <p><b>making</b> 43:17 44:2 45:20,24 47:6,13</p> <p><b>Manager</b> 27:2</p> <p><b>managers</b> 26:19</p> <p><b>manifest</b> 42:12,14 43:4 44:7,13,17</p> <p><b>marked</b> 19:3 50:6,8</p> <p><b>matter</b> 6:6</p> <p><b>matters</b> 13:15</p> <p><b>meeting</b> 30:7 56:8</p> <p><b>memory</b> 19:24</p> <p><b>mentioned</b> 25:23 31:8,9</p> <p><b>Mike</b> 6:6 24:9</p> <p><b>minimum</b> 37:2</p> <p><b>minute</b> 30:3</p> <p><b>minutes</b> 14:21</p> <p><b>Misleading</b> 53:13</p> <p><b>Misstating</b> 54:16 55:14,21</p> <p><b>money</b> 26:7,11 34:17 35:6 56:20</p> <p><b>month</b> 13:3 16:20</p> <p><b>months</b> 13:4 17:13</p> <p><b>morning</b> 40:24</p> <p><b>motor</b> 11:15 13:6 25:22</p> <p><b>move</b> 22:19</p> <hr/> <p style="text-align: center;"><b>N</b></p> <hr/> <p><b>named</b> 18:8 24:8 26:21,22 28:18 42:2</p> <p><b>names</b> 21:14 24:3 28:15</p>	<p><b>needed</b> 29:19 34:16 37:24 38:4,7 40:16,20 42:7 45:7</p> <p><b>Niatco</b> 24:25 25:8,16,24 47:12</p> <p><b>night</b> 37:17</p> <p><b>ninth</b> 15:6 16:8</p> <p><b>Notary</b> 7:4,7 58:17</p> <p><b>note</b> 46:22</p> <p><b>noted</b> 58:8</p> <p><b>noticed</b> 6:14</p> <p><b>number</b> 31:4 34:10 40:7 42:14 43:11,12 44:16</p> <hr/> <p style="text-align: center;"><b>O</b></p> <hr/> <p><b>oath</b> 8:10 30:11</p> <p><b>objecting</b> 13:24</p> <p><b>Objection</b> 13:20 21:20,24 29:23 42:18 52:9,17 53:13 54:16,24 55:5,14,21 56:22 58:2</p> <p><b>October</b> 18:20 19:21</p> <p><b>offer</b> 9:16 45:12</p> <p><b>offered</b> 8:16</p> <p><b>office</b> 26:24</p> <p><b>Officer</b> 20:8 27:16</p> <p><b>oil</b> 47:22</p> <p><b>open</b> 32:16</p> <p><b>opened</b> 32:13</p> <p><b>operate</b> 29:22 42:8 45:9</p> <p><b>operated</b> 44:21 45:4</p> <p><b>operating</b> 28:3 30:20 33:11 38:11 44:19 47:25</p> <p><b>opportunity</b> 21:8</p> <p><b>order</b> 15:21 42:17,21 43:3 44:14,15</p> <p><b>orders</b> 43:2</p> <p><b>outright</b> 46:23 47:3</p> <p><b>owed</b> 26:11</p> <p><b>owned</b> 27:6 31:25 56:25</p> <p><b>ownership</b> 27:12 57:3</p>	<hr/> <p style="text-align: center;"><b>P</b></p> <hr/> <p><b>p.m.</b> 6:5 58:8</p> <p><b>pages</b> 19:3</p> <p><b>paid</b> 22:2 32:19 34:11,13 36:25 37:4 40:3 41:9 45:16 46:8,15,20 47:3,4,19 48:16,19,25 49:24 53:11,16,20,22,25 54:9 55:10 56:20</p> <p><b>painted</b> 39:5</p> <p><b>paper</b> 50:12 55:9</p> <p><b>papers</b> 14:25</p> <p><b>parked</b> 11:16</p> <p><b>part</b> 10:25</p> <p><b>party</b> 6:14</p> <p><b>pass</b> 56:11</p> <p><b>passed</b> 15:23</p> <p><b>pay</b> 22:6 26:4,8,9,10,13 29:19 33:22 34:6 36:13,16,20,22,24 37:2,19 39:23,24 40:5,6 45:14,18 46:21 48:17,23,24 49:11 54:8 57:7,10,17,21,22,23</p> <p><b>paycheck</b> 49:4</p> <p><b>paying</b> 46:24 47:2,11</p> <p><b>payments</b> 32:18 34:2 36:7 47:6,14</p> <p><b>Paz</b> 14:11</p> <p><b>pending</b> 8:17</p> <p><b>people</b> 21:22 45:7</p> <p><b>percent</b> 11:2</p> <p><b>percentage</b> 36:24</p> <p><b>period</b> 30:19</p> <p><b>person</b> 9:4 20:10 33:5,15</p> <p><b>personal</b> 34:22 35:5 36:6</p> <p><b>personally</b> 42:4 48:24 52:16</p> <p><b>perspective</b> 29:21</p> <p><b>phone</b> 44:16 46:17</p> <p><b>pick</b> 25:15 40:17,20</p> <p><b>pipes</b> 33:9</p> <p><b>pipng</b> 33:5,8</p> <p><b>place</b> 21:19 36:11</p>
--	--	---

**plaintiffs** 6:21 24:9**plumbing** 33:10**point** 8:22 9:10**points** 28:12**portion** 52:25 55:24**posting** 37:25**practiced** 16:4**preparation** 14:23**prepare** 14:12**primarily** 22:20 41:25**problem** 22:19**problems** 13:16**proceeding** 6:15**process** 8:6**product** 23:13**products** 22:12**profitable** 29:22**proof** 53:5**Public** 7:4,7 58:17**purchase** 47:5**purchased** 31:18 48:4**purpose** 38:15 45:2**put** 39:12 50:2

---

**Q**

---

**question** 8:23 9:7,8,12,18 23:11  
33:24 37:23 42:6 43:18 48:21 52:21  
53:14,17,18 54:19,20 55:8,16**questions** 13:21 14:2 53:8 56:13,24  
57:6 58:5**Quillen** 6:16 7:10,18 14:3 29:25  
56:11,22 57:7 58:2,5**quit** 17:24 18:12 26:2 31:24

---

**R**

---

**Ramos** 6:4,22 7:13 8:1 9:1 10:1 11:1  
12:1 13:1 14:1 15:1 16:1 17:1 18:1,9  
19:1,18 20:1,11 21:1 22:1 23:1 24:1,  
17 25:1,7 26:1 27:1,5,13,20 28:1,8  
29:1 30:1,10,16 31:1,5 32:1,10,19,2233:1,22 34:1,3 35:1 36:1,7 37:1 38:1,  
22 39:1,8 40:1 41:1 42:1 43:1 44:1  
45:1 46:1 47:1 48:1 49:1 50:1 51:1  
52:1 53:1 54:1 55:1 56:1 57:1 58:1,11**rate** 37:4 53:12**rates** 45:12**read** 53:2 55:25**reason** 9:15 20:3 22:5 26:2 37:19  
43:15 45:4 51:15,22**reasons** 9:19 13:8 43:21,25**recall** 12:13 13:7 17:7 18:16 21:14  
23:3 24:24 26:20 28:15,18 29:8 30:16  
31:18,21 32:13 33:14 35:8,25 36:5  
48:5 49:17,20**receive** 15:12 42:12**received** 50:12,15**receiving** 49:17**record** 6:3 7:12,15 8:14,16,20 19:21  
30:4,6,9,11 50:25 51:9,13,16,20 52:5,  
10 55:3,19 56:7,10**recorded** 30:8 56:9**recording** 6:10**records** 12:21 17:24 35:13,15,17,22  
36:10 51:11,22 52:15**reflect** 52:16**refresh** 19:24**refrigerator** 49:5,14**relate** 12:18**related** 28:25**relates** 50:25**relating** 14:25 35:13 51:11,14**relevant** 14:10**remember** 9:21 11:20 12:5,6,9,15  
13:5 15:10,16 17:13,23 18:22 20:5  
21:3,16 22:25 23:7 24:3,16,23 25:21  
26:15,23 27:23 28:16,17,20,23,24  
29:10 32:25 33:6,7 35:7,10 36:8,21  
37:8 43:5,6 44:24 47:13,14 50:14,15,  
16 51:17,19 54:10,25 55:2 57:8,13,  
15,16,19**remote** 6:3**rented** 16:4 44:24,25**renting** 46:4**repeat** 9:18 28:9 40:18 42:6 48:21  
53:17,19 55:23**reporter** 6:23 8:13 53:2 55:25**represent** 6:13 7:19,24 20:21**represented** 8:2**representing** 6:18,21**represents** 31:23 38:13 41:4**requested** 52:25 55:24**reschedule** 43:8**rescheduled** 43:24**reside** 10:7**resolved** 12:8**result** 8:19**retain** 20:25**returns** 12:22**review** 14:22,25**road** 11:17 56:16**Rochester** 23:6,7,20**Roger** 28:22,23**role** 28:13**Romero** 28:22,23,24**room** 19:16**route** 43:11**rules** 8:7**run** 34:22 46:5 47:7**runs** 46:5

---

**S**

---

**salary** 34:25 37:3**Salvador** 10:13,17,18 15:8 16:8**scheduled** 41:12 42:19 44:4**school** 15:20,22,24 16:6**schools** 16:7**Scopelitis** 6:17**screen** 19:5**Search** 19:3**searched** 35:20



<b>Sears</b> 22:9,11,12,14,15 39:21 40:17, 21 41:2,9 42:22 43:13,16,21 44:9 47:13 48:4 <b>sequence</b> 43:4 <b>service</b> 43:10,12,16,22 44:10 <b>services</b> 38:9 <b>set</b> 21:2,4 34:10,25 40:7,9 41:2 53:12 <b>settlement</b> 48:6 49:18 50:5,20 53:23 54:3,13 <b>share</b> 19:8 <b>sheet</b> 54:3 <b>shirt</b> 39:20,21,22,23 <b>shirts</b> 39:7,24 40:2,3 48:3 <b>Shore</b> 16:2 <b>show</b> 42:14 49:23 <b>showing</b> 50:8 <b>shown</b> 44:7 53:24 55:13 <b>shows</b> 18:19 19:21 52:5 55:3 <b>side</b> 11:16 39:2 <b>single</b> 52:6 <b>sir</b> 7:18 9:17 11:4 19:5,12 20:19 29:25 50:9 53:6 55:8 56:4 <b>sit</b> 51:21 <b>size</b> 49:11 <b>sleep</b> 9:24 <b>small</b> 48:8 <b>sold</b> 31:21 <b>sound</b> 17:25 18:21 <b>source</b> 32:23 <b>speak</b> 10:21,23 14:17 <b>speaking</b> 30:15 57:24 <b>specific</b> 55:7 <b>specifically</b> 45:2 <b>spent</b> 35:4 46:4 <b>spoke</b> 14:14,15 <b>spreadsheet</b> 50:9 53:7 <b>stage</b> 25:14 <b>start</b> 40:14 <b>started</b> 12:10,13 15:17 32:3 40:13	47:15 <b>state</b> 7:11,14 18:19,24 19:10 23:12, 14 <b>stated</b> 54:21 <b>statement</b> 49:18,23 50:6,21 51:25 52:2,3 53:23 54:13 <b>States</b> 10:17 <b>status</b> 13:21 14:4 18:20 <b>stay</b> 24:5 <b>stayed</b> 45:21 46:2 <b>stickers</b> 39:6 <b>stop</b> 42:19,20 45:19 53:11,22 54:9 <b>stopped</b> 18:3 <b>stops</b> 26:13 42:15,17 49:23 50:3 53:10,24 54:4,11,15,23 55:13 57:11, 18 <b>Street</b> 7:16 10:4 <b>stub</b> 50:16 57:7,10,21,22,24 <b>Subscribed</b> 58:13 <b>sufficient</b> 37:18 <b>Sunday</b> 54:4 <b>supervisor</b> 42:2 45:6 <b>supervisors</b> 41:25 <b>suppose</b> 26:9,14 <b>swear</b> 6:24 <b>sworn</b> 7:3,7 8:9 58:13 <b>Syosset</b> 22:20 23:12,14,23 24:6,13 26:16 45:9,17,18,21 46:2 <hr/> <b>T</b> <hr/> <b>taking</b> 34:20 <b>talking</b> 9:8 <b>talks</b> 9:4 <b>taught</b> 16:5 <b>tax</b> 12:22 <b>taxes</b> 36:3 <b>telling</b> 10:24 <b>ten</b> 14:20 33:17 <b>testified</b> 7:8	<b>testify</b> 9:20,25 <b>testimony</b> 9:16 30:17 41:6 54:17 55:15,22 <b>Texas</b> 7:19 <b>thereabouts</b> 12:16 <b>thin</b> 28:20 <b>things</b> 33:10 <b>time</b> 6:6 9:4 11:16 12:18 14:18 17:20 28:11,12 30:8,19,21 31:6 32:7 36:2 38:12 40:12,14,15,16,20,22,23,25 41:2,5,7 42:23 49:12 51:11 55:18 56:3,6 58:6,8 <b>times</b> 12:5 14:16 33:17,18 37:16 <b>Tires</b> 47:22 <b>title</b> 27:17 <b>titled</b> 50:20 <b>today</b> 8:2,12 9:16,20,24 14:23 15:2 51:21 <b>today's</b> 6:10 14:12 <b>told</b> 18:14 21:22 29:16 41:4,6,24 45:14 <b>top</b> 50:21 <b>touch</b> 24:5 <b>Tower</b> 17:9 <b>translate</b> 14:11 <b>translated</b> 7:4 <b>translation</b> 8:23 <b>translator</b> 9:3 <b>transportation</b> 24:19 <b>truck</b> 11:18 15:20 16:4,6,17 18:5 27:24,25 29:17,22 30:23 31:2,8,9 32:6 38:16,25 42:7,15 44:18,24 45:2, 8 46:4 47:5,12,25 56:16,17,21 <b>trucking</b> 23:24 24:25 25:8,16,24 56:25 57:4 <b>trucks</b> 28:3,6 30:20 31:12,14,16,19, 25 32:4 38:23 39:2 44:22 46:9,22 47:19 <b>true</b> 22:8 23:5 25:3 44:23,24 <b>truth</b> 13:4 26:9 29:10 57:15 <b>truthful</b> 9:16 <b>truthfully</b> 9:20
--	--	--



**tunnel** 17:19**twenty** 14:20**type** 16:16,24

---

**U**

---

**Uh-huh** 19:7,11 44:14 48:13 50:22  
51:3 54:2,6**unable** 9:20 35:12**understand** 7:24 8:10,22 10:22,23,  
25 12:17 22:18 30:12 33:24 37:23  
43:18 51:18 52:19 54:18**understanding** 10:20 55:8**United** 10:16

---

**V**

---

**vehicle** 11:15 13:6 18:5 25:22 33:12**verbally** 8:20**verify** 52:7**versus** 6:7**video** 6:3,10 19:6

---

**W**

---

**W-2** 37:6**walk** 8:6**wanted** 42:21**warehouse** 25:12,13 40:17,21**wash** 17:3,15,20,21**washers** 22:13**wear** 39:16**Weber** 6:20 8:3 13:20 14:9 21:20,24  
29:23 42:18 52:9,17 53:13 54:16,24  
55:5,14,21 56:12,15 58:4**week** 33:17 35:6 36:19 40:8,10  
49:10,20 50:25 52:6 53:10 57:21,23**weekly** 49:17**weeks** 23:4,22 45:5,9,22,25**Westbury** 7:16 10:4 16:12 36:4**Wilson** 24:10,11,12 26:18 42:2**window** 42:23**wood** 17:6**words** 26:7**wore** 39:11,20**work** 16:11,16,22 17:5,22 21:19,23  
22:6 23:16 24:13 26:5,6 30:24 31:10  
33:3 36:23 37:14 38:7 41:22 42:4  
45:13 46:18**worked** 17:7,15 21:10,13 25:5 27:19  
29:11,12 31:9 33:4,15 39:15 40:8  
41:3 45:25 52:16 57:20**workers** 46:13**workers'** 46:11**working** 17:2 18:11 20:18 25:2 31:22  
33:6 38:13 47:12,16 52:5**workman's** 46:14**works** 8:6**Worth** 7:19**written** 8:14

---

**Y**

---

**year** 10:14,16 11:19 12:13 15:9,15  
16:21 31:20 34:20 36:6 37:7,11**years** 32:23**York** 7:17 10:4,8 15:14 18:19 23:10,  
17

# **EXHIBIT 24**

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

- - -

MIKE KLOPPPEL AND ADAM WILSON, :  
on behalf of themselves and :  
all other similarly situated :  
persons, :  
:  
Plaintiff(s) : NO. 6:17cv-06296-FPG  
:  
vs :  
:  
SEARS HOLDINGS CORPORATION, :  
SEARS, ROEBUCK & COMPANY, AND :  
HOMEDELIVERYLINK, INC., :  
:  
Defendant(s) :

- - - - -

Wednesday, August 28, 2019

- - - - -

Oral deposition of MICHAEL R. REX  
(Present via video conference call), on the above  
date, beginning approximately 10:35 a.m., before  
Louis A. Manchello, Certified Court Reporter (New  
Jersey Lic. No. 30XI00141800) and Notary Public of  
Pennsylvania, at the Offices of Regus, New Brunswick  
Plaza II, 317 George Street, 3rd Floor, New  
Brunswick, New Jersey 08901.

- - - - -

HUDSON COURT REPORTING & VIDEO

1-732-906-2078

1                   (It was stipulated by and between  
2                   counsel for the respective parties that  
3                   sealing, certification, and filing are  
4                   waived, and that all objections, except as  
5                   to the form of the question, are reserved  
6                   until the time of trial.)

7                   - - - - -

8                   MICHAEL R. REX, having been duly sworn  
9                   as a witness, was examined and testified as  
10                  follows . . .

11       BY MR. SATTIRAJU:

12               Q.       Mr. Rex, how are you?

13       A.       I'm good. Yourself?

14                       MR. SATTIRAJU: Off the record one  
15       second.

16                       (Discussion off the record)

17       BY MR. SATTIRAJU:

18               Q.       Good morning, Mr. Rex.

19       A.       Good morning.

20               Q.       My name is Ravi Sattiraju. I'm an  
21       attorney. I'm one of the attorneys representing  
22       Mike Kloppel and Adam Wilson in a lawsuit they've  
23       brought against entities including HomeDeliveryLink,  
24       Incorporated.

25                       You're here today for your

1 A. 1991.

2 Q. When you first got to  
3 HomeDeliveryLink, what was your title?

4 A. Assistant account executive.

5 Q. How long did you hold that title?

6 A. I do not know, sir.

7 Q. What year did you get to  
8 HomeDeliveryLink? Let's start there. We're in  
9 2019; was it approximately 2013?

10 A. Somewhere around 2013, yes.

11 Q. The first job you were in was  
12 assistant account executive?

13 A. Yes, sir.

14 Q. And do you think it was more than a  
15 year? Couple years? How long do you think it was?

16 A. I can't speculate. I don't remember.

17 Q. What was the next title you had after  
18 that?

19 A. Account executive.

20 Q. That's the title you still hold?

21 A. Yes, sir.

22 Q. Tell me about the -- have you always  
23 worked at the same Rochester facility?

24 A. Yes, sir.

25 Q. Tell me what about that facility, what

1     them. And they get what Innovel calls a control  
2     code, which is a number that comes up in Innovel's  
3     system and basically shows any notes that were  
4     inputted into the system by Sears.

5             Q.       So are you made aware of these  
6     communications?

7     A.       I am not made aware of those from Sears or  
8     Innovel. If the driver or carrier called me, then  
9     I'm aware of it, and then I would relay it to  
10    Innovel, and they would put the notes in. But I'm  
11    not made aware of issues from Innovel, not on a  
12    normal basis.

13            Q.       Well, there is feedback solicited from  
14    customers about how their delivery experience is;  
15    correct?

16    A.       That is correct.

17            Q.       And you receive the results of that  
18    feedback, customer feedback; right, from Innovel?

19    A.       That is correct.

20            Q.       In fact, you do a daily, there's a  
21    stand-up meeting you do every day; right?

22    A.       There is a stand-up meeting we do. I do not  
23    do it daily. I don't have a set schedule when I do  
24    it. But, yes, there is a stand-up meeting.

25            Q.       Do you run that meeting?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I, LOUIS A. MANCHELLO, Certified  
Court Reporter (License No. 30XI00141800) and Notary  
Public of Pennsylvania, do hereby certify the  
foregoing to be a true and correct transcript of the  
proceedings held in this matter as transcribed from  
the stenographic notes taken by me on August 29,  
2019.

\_\_\_\_\_

Louis A. Manchello  
Certified Court Reporter  
(N.J. License No. 30XI00141800)

Date: September 4, 2019

(This certification does not apply to  
any reproduction of this transcript, unless  
under the direct supervision of the  
certifying reporter.)

# **EXHIBIT 25**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

IN THE UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF NEW YORK

- - - - - x

MIKE KLOPPTEL,

Plaintiff,

-against- Case No.: 6:17-cv-06296-FPG-MJP

HOMEDELIVERYLINK, INC.,

Defendant.

- - - - - x

Date: June 21, 2021

Time: 5:33 p.m.

VIDEOTAPED DEPOSITION of EVERALD SAMUELS, held  
Remotely, pursuant to Notice, taken before Judeen M.  
Denniston, a reporter and Notary Public within and for the  
State of New York.

JOB NO.: 4637254

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

A p p e a r a n c e s:

On behalf of Plaintiff:

FRIEDMAN & RANZENHOFER, P.C.

74 Main Street

PO Box 31

Akron, New York 14001

BY: SAMUEL A. ALBA, ESQ.

(via remotely)

On behalf of Defendant:

SCOPELITIS GARVIN LIGHT HANSON & FEARY P.C.

330 E Kilbourn Avenue, Suite 827

Milwaukee, WI 53202

BY: ANDREW BREHM, ESQ.

(via remotely)

ALSO PRESENT:

DAVID ROTHSTEIN - LEGAL VIDEOGRAPHER

\* \* \* \* \*

E. SAMUELS

S T I P U L A T I O N S

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties herein, that filing, sealing and certification be and the same are hereby waived.

IT IS FURTHER STIPULATED AND AGREED that all objections, except as to the form of the question shall be reserved to the time of the trial.

IT IS FURTHER STIPULATED AND AGREED that the within deposition may be signed and sworn to before any officer authorized to administer an oath, with the same force and effect as if signed and sworn to before the Court.

\* \* \* \* \*

1 E. SAMUELS

2 THE VIDEOGRAPHER: Good  
3 afternoon, we are going on the  
4 record at 5:30 PM on June 21,  
5 2021. Please note that the  
6 microphones are sensitive and  
7 may pick up whispering, private  
8 conversations, and cellular  
9 interference. Please turn off  
10 all cell phones or place them  
11 away from the microphones, as  
12 they can interfere with the  
13 deposition audio. Audio and  
14 video recording will continue  
15 to take place unless all  
16 parties agree to go off the  
17 record. This deposition is  
18 being held remotely.

19 This is media unit number  
20 one of the video recorded  
21 deposition of Everald Samuels,  
22 located at 195-12 100th Avenue  
23 in Hollis, New York. This  
24 deposition is being taken by  
25 counsel for the defendant in the

Page 4

1 E. SAMUELS

2 matter of Mike Kloppel et. Al  
3 versus HomeDeliveryLink Inc,  
4 filed in the United States  
5 District Court for the Western  
6 District of New York, case  
7 number 6:17-CV-06296-FPG-MJP.

8 My name is David Rothstein  
9 from the firm Veritext Texas,  
10 and I am the videographer. The  
11 court reporter is Judeen  
12 Denniston, from the firm  
13 Veritext Texas. I am not related  
14 to any party in this action, nor  
15 am I am financially interested  
16 in the outcome.

17 Counsel will now please  
18 state their appearances and  
19 affiliations for the record. If  
20 there are any objections to the  
21 proceeding, please state them at  
22 the time of your appearance,  
23 beginning with the noticing  
24 attorney.

25 MR. BREHM: Andrew Brehm on

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

behalf of the defendant  
HomeDeliveryLink, Inc. There are  
no objections to this  
proceeding.

MR. ALBA: Samuel Alba,  
Friedman and Ranzenhofer, PC,  
for the plaintiff's counsel's  
team. There are no objections to  
the virtual deposition.

THE VIDEOGRAPHER: Will the  
court reporter please swear in  
the witness?

COURT REPORTER: Sir, could  
you raise your right hand  
please? Do you promise the  
testimony you're about to give  
this evening is the whole truth,  
nothing but the truth, subject  
to penalties of perjury?

THE WITNESS: Yes.

E V E R A L D S A M U E L S, the witness herein,  
having first been duly sworn by a Notary Public  
of the State of New York, was examined and  
testified as follows:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

COURT REPORTER: Okay, you  
can put your hand down sir.

Could you state your name  
for the record please?

THE WITNESS: My name is  
Everald Samuels.

COURT REPORTER: And could  
you state your address for the  
record please?

THE WITNESS: 55 Lake  
Drive, Wyandanch, New York,  
11798.

COURT REPORTER: Thank you,  
first two questions are on the  
record.

EXAMINATION BY

MR. BREHM:

Q. Good afternoon, Mr. Samuels.

A. How you doing?

Q. My name is Andy Brim. I'm counsel  
for defendant HomeDeliveryLink, Inc, in  
connection with this case. Have you ever had  
your deposition taken before?

A. No.

1 E. SAMUELS

2 Q. Okay, I'd like to start by going  
3 over some ground rules to help this go as  
4 seamlessly as possible. First and foremost,  
5 we have a court reporter, Judeen, here  
6 taking down everything that's said. In order  
7 for her to keep an accurate record of what  
8 happens today, we need to make sure that we  
9 do not talk over each other. I know this is  
10 remote and we're over Zoom, so it could be a  
11 little bit awkward. But I will do my best to  
12 let you finish answering the question before  
13 I ask another question. And I'd ask that you  
14 let me finish my question before you answer,  
15 even if you know where I'm going with the  
16 question.

17 Do you understand that?

18 A. Yes.

19 Q. Okay, the other part of this, as I  
20 mentioned, we're taking down a transcript of  
21 what is being said today. So, I can see you  
22 over Zoom, but the court reporter can't take  
23 down if you nod your head yes or no, or if  
24 you say things like mm-hmm (affirmative), or  
25 uh-huh (affirmative). So, I'd ask that you

Page 8



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

answer my questions with verbal responses.

Do you understand that?

A. Yes.

Q. Okay, my goal today is to learn what you know. I'm not trying to trick you or deceive you. If you don't understand a question that I ask, please ask me to repeat or rephrase the question. In the same regard, if you're not sure of an answer to a question that I ask, I'm not asking you to guess or speculate. I want to know what you know.

Do you understand that?

A. Yes.

Q. The last ground rule is that this is not a forced march. If you need a break at any time, we can take a break, just let me know. I'd ask that you answer any question that's pending before we go take a break. And I'll do my best to take some breaks throughout as we proceed this evening.

Do you understand that?

A. Yes.

Q. You understand that you've taken an

1 E. SAMUELS

2 oath to tell the truth today, correct?

3 A. Yes.

4 Q. Is there any reason why you would  
5 not be able to tell the truth today?

6 A. No.

7 Q. Are you taking any medication that  
8 would impact your ability to testify  
9 truthfully?

10 A. No.

11 Q. We're conducting this deposition  
12 over Zoom. It appears that you're on your  
13 iPhone, is that correct?

14 A. Yes.

15 Q. But you can hear me well enough?

16 A. Yes.

17 Q. And do you have any other windows  
18 opened up on your iPhone right now?

19 A. A sec, just email, let me close that  
20 right here. Okay.

21 Q. Thank you, you said you had never  
22 had your deposition taken before, correct?

23 A. Yes.

24 Q. Have you ever given testimony in any  
25 type of legal proceeding before?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

A. No.

Q. Did you do anything to prepare for today's deposition?

A. No.

Q. Did you review any documents in preparation for today's deposition?

A. No.

Q. And I preface this, if you did meet with your attorney, I do not want to know anything that was said between you two, but did you meet with your attorney in preparation for today's deposition?

A. Yeah, phone call.

Q. Okay, and when was that phone call?

A. Yesterday.

Q. And how long did that phone call last?

A. 15 minutes.

Q. Was there anything else that you did to prepare for today's deposition?

A. No.

Q. What is your current address?

A. 55 Lake Drive, Wyandanch, New York 11798.

1 E. SAMUELS

2 Q. And how long have you resided at  
3 that address?

4 A. Two years.

5 Q. Where did you live before that?

6 A. 3 Spruce Street, Wyandanch, New  
7 York, 11798.

8 Q. And how long did you reside at that  
9 address?

10 A. 17 years.

11 Q. What's your highest level of  
12 education, Mr. Samuels?

13 A. Some college.

14 Q. And where did you attend some  
15 college?

16 A. Suffolk County Community College.

17 Q. What were you studying?

18 A. Computer.

19 Q. Do you recall how much course work  
20 you completed?

21 A. I think I was five credits away from  
22 getting my, what's the first one,  
23 associate's.

24 Q. And did you graduate from high  
25 school?

1 E. SAMUELS

2 A. Yes.

3 Q. Where was that?

4 A. Centralized High School.

5 Q. Have you taken any business classes  
6 over the course of your education?

7 A. I've taken a few online courses.

8 Q. Have you taken any educational  
9 classes or coursework related to the  
10 transportation industry?

11 A. No.

12 Q. So, you've never been to truck  
13 driving school?

14 A. No.

15 Q. When did you start working in the  
16 transportation industry?

17 A. 2000.

18 Q. And what was your job in 2000?

19 A. Loading and unloading trucks for  
20 Seaman's Furniture

21 Q. Did that involve making deliveries?

22 A. Yes.

23 Q. Were you a driver on the truck?

24 A. Helper.

25 Q. And were you an employee of the

E. SAMUELS

company?

A. No.

Q. Did you receive a 10-99?

A. Yes.

Q. And who did you receive the 10-99  
from?

A. Triple T Trucking.

Q. How long did you work with Triple T  
Trucking?

A. For about eight months.

Q. And then where did you go to work?

A. I started doing a sole proprietor  
for myself doing the same thing.

Q. When you say sole proprietor doing  
the same thing, what do you mean?

A. Contracted for Seaman's Furniture to  
do their transfers.

Q. Did you own a truck?

A. No.

Q. Did you lease a truck?

A. Rented.

Q. Rented? Who'd you rent the truck  
from?

A. AA Trucking.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

Q. And while you were a sole proprietor with Seaman's Furniture, did you have any employees?

A. Yes, a helper.

Q. Any other employees?

A. That's it, just one helper.

Q. And how long did you operate as a sole proprietor with this company?

A. I think it closed in 2003, yes 2003, so three years.

Q. And when you say it closed, you mean the furniture company?

A. Yes, Seaman's filed bankrupt.

Q. Okay, did you continue to operate a delivery service?

A. Yes.

Q. And who did you contract with next?

A. Levitz Furniture.

Q. Did you use the same truck as you used prior?

A. Yes.

Q. And did you have the same helper?

A. Yes.

Q. How long were you in contract with

E. SAMUELS

Levitz Furniture?

A. 2004 or '05.

Q. Then what did you do after that?

A. I started appliances for Sears.

Q. And was that delivering appliances?

A. Yes.

Q. With your sole proprietorship?

A. Yes.

Q. Were you using the same truck?

A. No.

Q. Did you purchase a new truck?

A. No, I rented a different truck from a different company.

Q. Okay, and did you contract with someone to provide delivery services of appliances for Sears?

A. Yes, GTS.

Q. Where was GTS located?

A. I think they're from Syracuse, New York, I'm not too sure.

Q. Do you recall where their terminal or warehouse was that you worked out of?

A. I worked out of Syosset.

Q. How long were you under contract



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

with GTS?

A. Up until 2008, when they were bought out by 3PD.

Q. Did you say GPD?

A. 3PD.

Q. Did you continue to operate under contract with 3PD?

A. Yes.

Q. And how long were you under contract with 3PD?

A. Until 2011.

Q. While you were under contract with 3PD, did you have any employees?

A. Yes.

Q. Do you recall how many?

A. Basically, one guy and a guy when he couldn't work, so I'll say two guys.

Q. And were they helpers or drivers?

A. Helpers.

Q. Okay, were you always the driver?

A. Yes.

Q. And then what happened in 2011 that you left 3PD?

A. I went to Connecticut to live for a

1 E. SAMUELS

2 little while.

3 Q. Did you work in the transportation  
4 industry while you were in Connecticut?

5 A. Yes.

6 Q. What did you do there?

7 A. Delivered for Sears.

8 Q. Was that also with 3PD?

9 A. No.

10 Q. What company was that with?

11 A. Home Delivery America.

12 Q. Were you operating a sole  
13 proprietorship --

14 A. Yes.

15 Q. -- with Home Delivery America? Did  
16 you have any employees?

17 A. One.

18 Q. Where were you based out of while  
19 you were working with Home Delivery America?

20 A. Newington, Connecticut and  
21 Torrington, Connecticut.

22 Q. How long were you there?

23 A. From middle 2012 to the end,  
24 somewhere around there.

25 Q. And then what did you do?

1 E. SAMUELS

2 A. After that, I stopped for a little  
3 while.

4 Q. Was your next job working in the  
5 transportation industry affiliated with  
6 Ultimate Delivery System?

7 A. Yes.

8 Q. You formed Ultimate Delivery System  
9 in December 2014, is that correct?

10 MR. ALBA: Object to the  
11 form of the question. You can go  
12 ahead and answer.

13 A. Beginning of 2013, February, April  
14 2013.

15 Q. Why did you form Ultimate Delivery  
16 System?

17 A. Because the next company I signed up  
18 with needed us to have a company, and they  
19 weren't doing sole proprietorship. They  
20 needed to be an LLC company.

21 Q. And what company was that?

22 A. HomeDeliveryLink.

23 Q. Why did you decide to form Ultimate  
24 Delivery System as an LLC?

25 A. Because that's the only way they

1 E. SAMUELS

2 would sign me on as a carrier.

3 Q. Would they sign you on if you had an  
4 incorporated entity?

5 A. LLC or incorporated, it had to be a  
6 business. It had to be a company.

7 Q. Sure.

8 A. Couldn't be a sole proprietor  
9 anymore.

10 Q. Okay, but did you ultimately  
11 determine to create an LLC?

12 A. Yes.

13 Q. Was there a business reason behind  
14 doing that?

15 A. I needed to work.

16 Q. Sure, my question though, not trying  
17 to trick you, is there a business reason  
18 behind you forming an LLC as opposed to an  
19 incorporated company?

20 A. Honestly, I think the LLC was  
21 cheaper when I went to do it.

22 Q. Okay, did you seek any advice when  
23 you were forming Ultimate Delivery System?

24 A. No.

25 Q. And you formed Ultimate Delivery

1 E. SAMUELS

2 System in the state of New York, correct?

3 A. Yes.

4 Q. Is Ultimate Delivery System still  
5 registered to do business in New York?

6 A. No.

7 Q. Was Ultimate Delivery System ever  
8 registered to do business in any other  
9 state?

10 A. No.

11 Q. Are you the sole member of Ultimate  
12 Delivery System?

13 A. Yes.

14 Q. Is there anyone else with financial  
15 interest in the company?

16 A. No.

17 Q. Has there ever been another owner of  
18 the company?

19 A. No.

20 Q. Since spring 2013, have you worked  
21 for any other company besides Ultimate  
22 Delivery System?

23 A. No.

24 Q. Did you have a job title while you  
25 were the owner of Ultimate Delivery System?

1 E. SAMUELS

2 A. Just owner.

3 Q. Since 2013, have you had ownership  
4 interests in any other company besides  
5 Ultimate Delivery System?

6 A. When you say since, does that mean  
7 until this day today, or since when? Since  
8 2013?

9 Q. To this day.

10 A. I formed a new company. Ultimate was  
11 closed out in 2018 and I started a new  
12 company.

13 Q. Okay, let's break this down a little  
14 bit. So, you started Ultimate in Spring  
15 2013, correct?

16 A. Yes.

17 Q. And you said you closed it down in  
18 2018?

19 A. 2018, yes.

20 Q. And then what company did you start?

21 A. Ultimate Logistics.

22 Q. What is Ultimate Logistics?

23 A. It's an LLC.

24 Q. What type of service does Ultimate  
25 Logistics provide?

1 E. SAMUELS

2 A. Installation.

3 Q. Installation of what?

4 A. Appliances.

5 Q. What accounts does Ultimate  
6 Logistics LLC service?

7 A. Best Buy.

8 Q. Any others?

9 A. No.

10 Q. And Ultimate Logistics LLC is still  
11 active?

12 A. Yes.

13 Q. Is there a reason you created  
14 Ultimate Logistics, LLC?

15 A. No.

16 Q. Is there a reason you closed out  
17 Ultimate Delivery System?

18 A. Yes.

19 Q. What is that?

20 A. I'd rather not say.

21 Q. I'd ask you to answer the question,  
22 sir.

23 A. Financial reasons.

24 Q. And do you recall what time of the  
25 year in 2018 that it was closed down?

1 E. SAMUELS

2 A. It would be probably close to the  
3 end, November or December.

4 Q. Did Ultimate Delivery System file  
5 for bankruptcy?

6 A. No.

7 Q. At some point, Ultimate Delivery  
8 System executed a contract with  
9 HomeDeliveryLink, is that correct?

10 A. Yes.

11 MR. ALBA: Object to the form of the  
12 question. Everald, just let me allow to the  
13 objection. I'll try to be quicker. You can  
14 answer.

15 A. Yes.

16 Q. Sorry, okay. Do you recall when that  
17 was?

18 A. Yes.

19 Q. When was it?

20 A. April 2013.

21 Q. Had you already formed Ultimate  
22 Delivery System as a company before  
23 executing the contract with HDL?

24 A. No.

25 Q. What type of services did Ultimate



1 E. SAMUELS

2 Delivery System provide?

3 A. Deliveries.

4 Q. Deliveries of what?

5 A. Appliances.

6 Q. Did Ultimate Delivery System have  
7 motor carrier authority?

8 A. Yes.

9 Q. Did it have a DOT number?

10 A. Yes.

11 Q. And what accounts did it provide  
12 services for?

13 A. For Sears.

14 Q. And when you say Sears, what do you  
15 mean by that?

16 A. HDL had a contract with Sears. I  
17 provided delivery and manpower that HDL  
18 required for the deliveries.

19 Q. And do you consider Sears and]  
20 Innervelt to be the same company?

21 A. I have no idea who Innervelt is.

22 Q. Did Ultimate Delivery System deliver  
23 Sears' product?

24 A. Yes.

25 Q. Other than HDL, did Ultimate

1 E. SAMUELS

2 Delivery System contract with any other  
3 companies?

4 A. No.

5 Q. What made you decide to contract  
6 with HDL?

7 A. They were taking over Syosset and  
8 I've been there since it started, so it's  
9 basically how it rolls. I'm not sure, one  
10 contract company loses the contract, a new  
11 one comes in. They usually ask the guys that  
12 do the job, "Get it done," and they discuss  
13 the new contract.

14 Q. So, the Syosset terminal was where  
15 you had previously worked out of before you  
16 contracted with HDL?

17 A. Yes.

18 Q. Is that accurate?

19 A. Yes.

20 Q. Prior to contracting with HDL, had  
21 Ultimate Delivery System ever provided  
22 services for HDL?

23 A. No, I was a sole proprietor.

24 Q. Had you ever provided services for  
25 HDL?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

A. Prior?

Q. Prior to contracting with them in 2013.

A. No.

Q. Do you recall how you heard of HDL?

A. Yes, they actually came to the dock while we were working and said they had a new contract here.

Q. And this was in 2013?

A. Yes.

Q. Who were you under contract with immediately before that?

A. HDA, Home Delivery America.

Q. And you were operating out of the Syosset terminal at that time?

A. Yes.

Q. When Ultimate Delivery System first contracted with HDL, how many trucks did it operate?

A. One.

Q. And did you own that truck?

A. No.

Q. Did you rent that truck?

A. No.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

Q. Did you lease the truck?

A. Yes.

Q. Who did Ultimate Delivery System  
lease the truck from?

A. Mendon Leasing.

Q. Sorry, what was that?

A. Mendon, M-E-N-D-O-N, Mendon.

Q. Were you operating this truck before  
you began contracting with HDL?

A. No.

Q. During the time that Ultimate  
Delivery System was under contract with HDL,  
did it ever operate more than one truck?

A. Yes.

Q. And what were the most amount of  
trucks that it operated at any given time?

A. Two.

Q. Do you recall what years it was  
operating two trucks?

A. It was between 2015 and 2016.

Q. When Ultimate Delivery System began  
contracting with HDL, did it have any  
employees?

A. No.

1 E. SAMUELS

2 Q. Did it have any contractors?

3 A. No.

4 Q. So, was it just you?

5 A. Yes.

6 Q. Throughout your time contracting  
7 with HDL, did Ultimate Delivery System hire  
8 any employees?

9 A. I do a 10-99 contract as I hire a  
10 helper. I pay a 10-99.

11 Q. So, the company never had W2  
12 employees, is that correct?

13 A. No.

14 Q. What was the most amount of people  
15 that the people had working for it at any  
16 given time?

17 A. Me, plus three.

18 Q. And what were the roles of the other  
19 three?

20 A. One helper, two drivers, two  
21 helpers, one driver, sorry, plus me as a  
22 driver.

23 Q. So that would be when you were  
24 running two trucks?

25 A. Two trucks, yes.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

Q. And what was the least amount of contractors that the company ever had working for it?

A. Just one, me and one guy.

Q. Have you ever provided services for HDL out of one of HDL's other locations?

A. Yes, they sent me... they asked me to go Rochester.

Q. Do you recall when that was?

A. No.

Q. Did it occur on multiple occasions?

A. A few times.

Q. And would you provide services for a certain period of time when you were in Rochester?

A. Yes, they usually do it for a week or two, depends if it's... Let's say it's busy and they're down a truck. They would have us go up on a truck to balance out that terminal.

Q. And would you personally go to Rochester?

A. Yes.

Q. Would you ever send your other truck

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

there?

A. No.

Q. Why's that?

A. Because I don't trust nobody else driving all the way to Rochester with a truck.

Q. And was that your decision to make?

A. They usually want me to work there because they want me to be able to handle the load they have.

Q. Could you have sent the other truck if you wanted to, though?

A. Not many guys want to go out of town.

Q. And why is that?

A. Because you're going away for a week and it might end up being two weeks, might even end up being three weeks, depends on how busy or how swamped that terminal is. So most other guys don't want to go.

Q. When you would go to Rochester, did you ever negotiate higher rates?

A. They usually set the rates and tell you, "This is what you're going to get," and

1 E. SAMUELS

2 you go.

3 Q. Did you ask for more?

4 A. No.

5 Q. Did you ever try to negotiate?

6 A. Yes.

7 Q. And what happened on those  
8 occasions?

9 A. They said, "There's not enough  
10 money."

11 Q. Did you ever refuse to go to  
12 Rochester?

13 A. I've done it a few.

14 Q. And were there any repercussions for  
15 not going to Rochester?

16 A. I don't know, I was home for a few  
17 days, so I'm not sure. That's why they just  
18 figured I needed some days off.

19 Q. Did you ever provide services for  
20 HDL out of the Buffalo location?

21 A. I doubt that, I think I've only been  
22 to Rochester.

23 Q. What about Reardon, New Jersey?

24 A. No.

25 Q. And no other HDL locations?



1 E. SAMUELS

2 A. Just Rochester.

3 Q. Have you ever heard the term travel  
4 team?

5 A. Yes.

6 Q. And what's that?

7 A. That's when they send you out of  
8 town on a team to go to a different terminal  
9 to go help out the terminal.

10 Q. And is that what you would consider  
11 Ultimate Delivery System did when it would  
12 go to Rochester?

13 A. Yes.

14 Q. And the company never had  
15 opportunities to go to a different HDL  
16 location?

17 A. No.

18 Q. Mr. Samuels, I am going to share my  
19 screen.

20 A. Sure.

21 Q. And I'm showing a document, a four-  
22 page document, that's titled Plaintiff  
23 Everald Samuels' Responses to Defendant's  
24 First Set of Interrogatories.

25 Do you see this document?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

A. Yes.

Q. Okay, this is being deemed exhibit one, for the record.

(Whereupon, the witness was shown a document marked as Exhibit 1 for identification as of this date.)

Q. Do you recognize this document, Mr. Samuels?

A. Yes.

Q. Okay, I'm going to turn to the bottom of page three and the top of page four on this document. Are you able to read the screen here, Mr. Samuels?

A. Yes.

Q. Okay, at the bottom of page three here, it states, "Plaintiffs states that during the time he worked for HDL, he utilized the helper named Jerry Cesar from 2015 to 2016, and he was paid \$130 per day; a driver named Javel Williams, from 2015 to 2016, and he was paid \$150 per day; a helper named Hugh Jackson from 2014 to 2016, and he was paid \$120 per day; and a helper named

1 E. SAMUELS

2 Shawn McLaren from 2013 to 2014, and he was  
3 paid \$110 a day." Did I accurately read  
4 that?

5 A. Yes.

6 Q. Okay, I'd like to just talk briefly  
7 about some of these individuals you listed.  
8 So, Shawn McLaren, was he the first helper  
9 that you, at Ultimate Delivery System, had  
10 brought onboard?

11 A. Yes.

12 Q. Okay, how did you find Shawn McLaren  
13 as a helper?

14 A. I knew him for years.

15 Q. And you reached an agreement to pay  
16 him \$110 a day, is that correct?

17 A. Yes.

18 Q. And did that pay ever vary?

19 A. No, it usually stayed basic.

20 Q. So, if you had more stops in a given  
21 day, you wouldn't provide more pay per day?

22 A. No.

23 Q. And if there were less stops in a  
24 given day, you wouldn't decrease the amount  
25 of pay?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

A. No.

Q. Okay, then who was the next helper that Ultimate Delivery Systems worked with?

A. Hugh Jackson.

Q. Okay, and did Hugh Jackson fill the role after Shawn McLaren departed?

A. Yes.

Q. Okay, and you stated that you paid Hugh Jackson \$120 per day, correct?

A. Yes.

Q. Did that pay ever vary?

A. No.

Q. And how did you find Hugh Jackson?

A. He was my ex-wife's nephew.

Q. And was it your decision to hire him?

A. Yes, he came from Georgia. He was here and needed some work.

Q. Then it appears that you also had a helper named Jerry Cesar, is that correct?

A. That's when the second truck came on. He was the helper for the second truck.

Q. Okay, and how did you find Jerry Cesar?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

A. He was actually working with another guy that left the company, so he was looking for work.

Q. Was it your decision to hire him?

A. Yes, but at the same time, it had to be cleared by HDL, the other guy.

Q. Sure, and it says you paid him \$130 per day, correct?

A. Yes.

Q. Why did you pay him more than Hugh Jackson?

A. Because I am not on the truck, and they take more responsibility if I'm not there. Whoever I work with, I have to be all responsibility for.

Q. Okay, so did you ever work with Jerry Cesar?

A. No.

Q. When you were on the truck as a driver, were you always working with Hugh Jackson?

A. Yes.

Q. And then Javel Williams, he was a worker for Ultimate Delivery Systems,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

correct?

A. Yes.

Q. And he was a driver?

A. Yes.

Q. And did he drive the second truck?

A. Yes.

Q. And did he always work with Jerry  
Cesar?

A. Yes.

Q. How did you find Javel Williams?

A. They were a team prior.

Q. And it says that you paid Javel  
Williams \$150 per day, correct?

A. Yes.

Q. Did that pay ever vary?

A. No.

Q. Did Hugh Jackson ever drive?

A. No.

Q. And did Jerry Cesar ever drive?

A. No.

Q. Did Ultimate Delivery Systems ever  
have any other helpers or drivers?

A. I can't recall.

Q. Do you recall someone by the name of

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

Steven Taylor?

A. Yes.

Q. Who's Steven Taylor?

A. He was a guy that comes on once in a while when I needed a third guy to help me out or whatever.

Q. And in what situations would that be?

A. So, let's say I did a seven-day week, and I started a new week, and I was a little bit tired by the eighth or ninth day, I would have him come in. That way, if I have a simple delivery of a dryer that I didn't have to go in, I would have him and Shawn bring it in. That way I could shut my eyes for a few minutes.

Q. And would he be the driver of the truck in those situations?

A. No, I would drive. He would just be the helper, the second helper.

Q. So, in those situations you would have two helpers on the truck?

A. I would have two helpers.

Q. Do you recall the name Rodney

1 E. SAMUELS

2 Patrick?

3 A. No. This is the thing, sometimes you  
4 bring a guy on and you run the name through  
5 HDL. And that person doesn't clear. It would  
6 still be like Steven, because he worked a  
7 couple times with me. Rodney, the name  
8 Rodney sounds familiar, but I do not recall  
9 who he is. So, it could've been someone I  
10 had put in the system that just never  
11 cleared, or it never showed up.

12 Q. Were there any other drivers or  
13 helpers that worked for Ultimate Delivery  
14 System while you were contracted with HDL?

15 A. No, but I've had a lot of guys that  
16 came in, said they wanted work, and I put  
17 them in, and they never showed up.

18 Q. Is it accurate that while Ultimate  
19 Delivery Systems was under contract with  
20 HDL, you were not always the driver?

21 A. No.

22 Q. Did you ever take days off?

23 A. Nope.

24 Q. Did you ever take weeks off?

25 A. No.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

Q. Sitting here today, do you recall any instances that Ultimate Delivery System made deliveries for HDL where you were not the driver?

A. I can't recall.

Q. Mr. Samuels, are you familiar with the Federal Motor Carrier Safety Administration?

A. Yes.

Q. Did you register Ultimate Delivery System with the Federal Motor Carrier Safety Administration?

A. Yes, I did.

Q. And do you recall what filings you made with the Federal Motor Carrier Safety Administration?

A. My binary and my insurance.

Q. Did you personally make those filings?

A. Yes.

Q. Does Ultimate Delivery System still have motor carrier authority?

A. No, it's no longer.

Q. So did the motor carrier authority

1 E. SAMUELS

2 cease when you closed the company?

3 A. Yes.

4 Q. While you were performing deliveries  
5 for HDL out of the Syosset location, is it  
6 accurate that the product delivered would be  
7 stored at a warehouse?

8 A. In the warehouse or at a warehouse?

9 Q. Well, what do you mean by the  
10 warehouse?

11 A. Syosset is a hub. They don't keep  
12 stuff. It's just whatever comes in, in the  
13 morning, whatever is going out during the  
14 day comes in, in the morning, on a trailer  
15 and put in the lanes. Delivery teams then  
16 come in, load up, take that to deliver it.  
17 They don't keep products in the warehouse.

18 Q. Okay.

19 A. There's no inventory in the  
20 warehouse.

21 Q. Was that warehouse operated by  
22 Sears?

23 A. I think so.

24 Q. And then were there other delivery  
25 companies like Ultimate Delivery System at

1 E. SAMUELS

2 the warehouse?

3 A. Yes.

4 Q. Can you approximate how many?

5 A. I have no... I can't recall because  
6 the numbers change. They got peak where it's  
7 running multiple trucks, and then there's  
8 regular time where they're running way fewer  
9 trucks. So, it fluctuates with the needs of  
10 HDL and Sears.

11 Q. Would you change your business  
12 strategies or approach based on peak season  
13 or slow time?

14 A. Yes.

15 Q. And how would you do that?

16 A. During peak, you get maybe one more  
17 truck than need, that way you have a truck  
18 regardless. And when it's slow, you just  
19 keep your one truck.

20 Q. So, while you were operating two  
21 trucks, were there days that you would only  
22 run one of those trucks?

23 A. Yes.

24 Q. And you would do that based on the  
25 amount of product that was available for

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

delivery?

A. I would do what?

Q. Decide to run two trucks versus one truck?

A. I don't decide, they'll decide that.

Q. What do you mean by that?

A. They tell you they need one or two trucks. They tell you how many trucks for the next day. We only got several trucks, so we only want to give you one tomorrow, or the numbers are not good enough, so you're going to sit for a day. I can't decide. I can't say, "I want both my trucks running every day." It doesn't work like that, unfortunately.

Q. And so HDL would say, "We have enough product for you to run both your trucks today if you want?"

A. Yup, tomorrow, or the next day, or Thursday, or whatever the day is.

Q. Where would you store the trucks when you weren't making deliveries?

A. They're parked out in front of the yard.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

Q. And where is the yard?

A. Syosset, 225 Robins Lane, Syosset.

Q. While Ultimate Delivery Systems was under contract with HDL, did it ever provide services to another company?

A. No.

Q. Did it ever make deliveries for another company?

A. No.

Q. Did you personally ever provide services to another company?

A. No.

Q. And did you ever make deliveries for another company?

A. No.

Q. And when did Ultimate Delivery System end its contract with HDL?

A. I think it's early 2017.

Q. And why did it end its contract?

A. Financial debate.

Q. What do you mean by that?

A. Meaning a new product came in that took two and a half hours to be assembled. I was the only one on dock that knew how to

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

assemble it and first time it broke, they needed me to go and exchange it for free. So that means I had to go do double work, take the old one out, take it apart, bring the new one in, put it together, and because it's an exchange, it means the guy that did it prior got paid and I would have to do it for free.

Q. Did you attempt to negotiate some sort of other financial arrangement for this?

A. Yes, I did.

Q. And what was that?

A. I told them I need to get paid for the job.

Q. And what was the response?

A. "You should be glad you got a job."

Q. So then did you determine to end your contract with HDL?

A. No, then I was told to offload my truck, go home, they'll call me.

Q. And what happened then?

A. They never called me.

Q. Did you actually ever go back and

1 E. SAMUELS

2 reassemble the product?

3 A. No.

4 Q. And I'm not trying to trick you, I  
5 just want to make sure I understand the  
6 situation. So, they asked you to go back and  
7 reassemble this product, is that correct?

8 A. Yes [crosstalk] that I didn't  
9 deliver, nor did I set up. That was another  
10 contractor that did that.

11 Q. Okay, and you attempted to  
12 negotiated pay for that?

13 A. Yup.

14 Q. And that attempt to negotiate was  
15 unsuccessful?

16 A. Yes.

17 Q. So, you never went back to  
18 reassemble the product, correct?

19 A. No.

20 Q. Did Ultimate Delivery System  
21 contract with another company following its  
22 termination of the contract with HDL?

23 A. Yes, 60 days later.

24 Q. And what company was that?

25 A. FGO, no XVO, I'm sorry.

1 E. SAMUELS

2 Q. Did Ultimate Delivery System use the  
3 same trucks with XVO?

4 A. Yes.

5 Q. Both of them?

6 A. Yes.

7 Q. Did it keep its same workers when it  
8 went to XVO?

9 A. Yes.

10 Q. And what services did it provide  
11 XVO?

12 A. Appliance deliveries for Home Depot.

13 Q. And how long was Ultimate Delivery  
14 System under contract with XVO?

15 A. I can't recall.

16 Q. Do you recall if there was another  
17 company that Ultimate Delivery System  
18 contracted with before it was closed?

19 A. FGO.

20 Q. FGO?

21 A. Yes.

22 Q. What's FGO?

23 A. It's a logistics company, Last Mile  
24 Logistics.

25 Q. And what services did Ultimate



1 E. SAMUELS

2 Delivery System provide FGO?

3 A. Appliance delivery for Lowe's.

4 Q. Did it operate the same trucks that  
5 it had before?

6 A. Yes.

7 Q. And did it have the same workers  
8 that it had before?

9 A. No.

10 Q. We've talked a little bit about the  
11 trucks that Ultimate Delivery System  
12 operated while under contract with HDL. How  
13 did you insure those trucks?

14 A. Through State Farm.

15 Q. Did you find State Farm as an  
16 insurer?

17 A. Actually, HDL gave you some provided  
18 insurance guys. You call them. You tell them  
19 you're with HDL and they would give you a  
20 quote based on who you work for.

21 Q. And did Ultimate Delivery System pay  
22 for insurance directly?

23 A. Yes, except for Worker's Comp, which  
24 I got through HDL.

25 Q. So Ultimate Delivery Systems never

1 E. SAMUELS

2 had an insurance payment deducted from its  
3 settlement statement, is that fair?

4 A. Is Worker's Comp considered  
5 insurance?

6 Q. Sure, we'll talk about them  
7 separately. Speaking about liability  
8 insurance, did-

9 A. No.

10 Q. ... Ultimate Delivery System...  
11 Sorry let me ask my question first.

12 A. Sorry.

13 Q. Did Ultimate Delivery System ever  
14 had an insurance payment deducted from its  
15 settlement statement?

16 A. I can't recall because I think at  
17 one point I had insurance with them, but  
18 it's been so long I do not recall. I know I  
19 got mine in the end. I got my separate after  
20 a while, but I wasn't sure if it's right  
21 when I started with them or during the time  
22 with them. So, I do not want to say no and  
23 it's not. I think I did have insurance with  
24 them at first.

25 Q. But you do recall that at one point,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

you were paying directly for insurance, is that correct?

A. State Farm, yes.

Q. And was that payment system set up your decision to make?

A. Yes.

Q. Was the reason you chose to pay directly versus have the insurance deducted?

A. Yes, because I think they were charging too much, and I got my insurance way cheaper than they were charging.

Q. While you were under contract with HDL, do you recall where you would take the trucks for servicing?

A. Yes, to Mendon.

Q. And how did you choose that service provider?

A. I leased trucks from them.

Q. Were you charged for that servicing?

A. Yes.

Q. And how did Ultimate Delivery Systems pay for those service charges?

A. Directly.

Q. Would Ultimate Delivery Systems ever

1 E. SAMUELS

2 rent additional trucks on an as-needed  
3 basis?

4 A. Yes.

5 Q. Tell me about those situations.

6 A. If a truck broke down and you have a  
7 run for the next day, you've got to rent a  
8 truck to make sure that load goes out.

9 Q. And in those situations, who would  
10 you rent the trucks from?

11 A. Dodge it, U-Haul, CC Rental, Penske,  
12 whichever one got a truck available at the  
13 time.

14 Q. Tell me a little bit about how that  
15 would work, how you would determine which  
16 company to rent from.

17 A. I would ask the GM to make a  
18 reservation. He would make the reservation.  
19 And I would go and pick up the truck.

20 Q. And when you say the GM, who's that?

21 A. The general manager for the HDL  
22 warehouse.

23 Q. And do you recall that person's  
24 name?

25 A. Yes, Andre Wilson.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

Q. Was he the general manager the whole time that Ultimate Delivery System was under contract?

A. Yes.

Q. Did Ultimate Delivery System own other business equipment?

A. Huh?

Q. Did Ultimate Delivery System own cell phones?

A. No, I just have my own personal phone.

Q. But it did not provide cell phones to its workers?

A. No, because we had HDL/Sears actually gave you a phone that you would use.

Q. And did Ultimate Delivery System have to pay for that phone?

A. If it breaks, yeah.

Q. But it didn't have to pay for the use of it?

A. No.

Q. Did Ultimate Delivery System own any computers?

1 E. SAMUELS

2 A. No.

3 Q. How about any equipment to help move  
4 appliances?

5 A. Yes, shoulder dollies, hand trucks.

6 Q. And those were owned by your  
7 company?

8 A. Yup.

9 Q. I've been going for about an hour  
10 here. Why don't we go off the record and  
11 take a 10-minute break?

12 MR. ALBA: Okay, sounds  
13 good to me.

14 THE VIDEOGRAPHER: The time  
15 is 6:29 and we are going off the  
16 record. This is the end of media  
17 unit number one.

18 (Whereupon, a short recess  
19 was taken.)

20 THE VIDEOGRAPHER: This is  
21 the beginning of media unit  
22 number two. The time is 6:42,  
23 and we are back on the record.

24 BY MR. BREHM (continued):

25 Q. Mr. Samuels, you understand that

1 E. SAMUELS

2 you're still under oath, correct?

3 A. Yes.

4 Q. Did Ultimate Delivery System have a  
5 company bank account?

6 A. Yes.

7 Q. Were payments that Ultimate Delivery  
8 System received from HDL deposited into that  
9 bank account?

10 A. Yes.

11 Q. Was all income that Ultimate  
12 Delivery System generated deposited into  
13 that bank account?

14 A. Yes.

15 Q. How were you paid by Ultimate  
16 Delivery System?

17 A. How was I paid?

18 Q. Yes.

19 A. Per check.

20 Q. And what do you mean by that?

21 A. I write myself a check, and  
22 sometimes I just withdraw the money off the  
23 card.

24 Q. So, were you paid a salary?

25 A. No.

1 E. SAMUELS

2 Q. Were you paid based on the labor  
3 services you provided?

4 A. No. I paid myself as I needed to pay  
5 my bills.

6 Q. And how would you determine how much  
7 to pay yourself?

8 A. I didn't pay myself because I never  
9 took a salary. I never took a pay, I just  
10 paid my bills.

11 Q. So, you would take money from the  
12 Ultimate Delivery System bank account when  
13 you needed to pay bills?

14 A. Yes.

15 Q. Did you ever take draws or  
16 distributions on top of that?

17 A. What?

18 Q. Did you ever pay yourself above and  
19 beyond what you needed to pay the bills?

20 A. No sir. I just paid the bills, paid  
21 the mortgage, paid the truck payment, paid  
22 insurance whenever bills needed to be paid.

23 Q. So, you never took a salary,  
24 correct?

25 A. No.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

Q. And you never paid yourself a per day rate, correct?

A. No.

Q. Did you ever take money out of the business bank account on a consistent schedule?

A. No.

Q. So Ultimate Delivery System would only pay you as needed for you to pay your expenses?

A. Yes.

Q. Did anyone other than yourself have signing authority with the business account?

A. No.

Q. Mr. Samuels, I'm going to share my screen. On my screen here you can see what has been deemed Exhibit 2.

(Whereupon, the witness was shown a document marked as Exhibit 2 for identification as of this date.)

Q. This is an electronic copy of an Excel spreadsheet that's Bates labeled HDL\_K003132.

1 E. SAMUELS

2 A. Yes.

3 Q. Do you see this document?

4 A. Yes sir.

5 Q. And I am currently sharing my screen  
6 on the spreadsheet that is marked UDY-UDY,  
7 do you see that?

8 A. Yes sir.

9 Q. At the top of this document it says,  
10 "Home delivery link delivery settlement  
11 statement." Do you see that?

12 A. Yes sir.

13 Q. And what's a home delivery link  
14 delivery settlement statement?

15 A. That's like a pay statement, pay  
16 stub, however you say it.

17 Q. Did Ultimate Delivery System receive  
18 these statements from HDL?

19 A. Yes, we did.

20 Q. Would you receive paper copies of  
21 these statements?

22 A. Yes sir.

23 Q. Do you have paper copies of these  
24 statements?

25 A. I said I have a few of them.

1 E. SAMUELS

2 Q. And did you receive them as the  
3 owner of Ultimate Delivery System?

4 A. Yes.

5 Q. How often did you receive these  
6 statements?

7 A. I think they were paying twice a  
8 week, biweekly. It's either biweekly or  
9 weekly. I'm not sure, but I think at one  
10 point they went to biweekly.

11 Q. Does it help your recollection to  
12 look at Row 3 here where it says week ending  
13 on June 29, 2013?

14 A. So yeah, this is when they were  
15 paying weekly, yes. 6/23-6/29. Yep.

16 Q. And the fourth row here says,  
17 "Driver Everald Samuels, is that correct?"

18 A. Yes.

19 Q. And what does that mean?

20 A. That I was the driver.

21 Q. Is there any way looking at this  
22 document to tell if you were the driver  
23 every day in this week?

24 A. I would have to be because my name  
25 ... They put the driver every day, so as you

1 E. SAMUELS

2 go in in the end of the week, that's when  
3 they tally up your days.

4 Q. Okay. And if there was someone else  
5 driving on one day of the week, would that  
6 change anything?

7 A. Like I said, sir, I never trust  
8 people to drive my vehicle because all it  
9 takes is one mistake to cost you everything  
10 you've got. If one guy goes out there and  
11 does what he's not supposed to, it could  
12 cost everything.

13 Q. So, did you ever have anyone other  
14 than yourself driving your vehicle?

15 A. No. Not until I went to the two  
16 trucks, sir.

17 Q. So, based on this statement here,  
18 can you tell me how many days in this week  
19 you were the driver?

20 A. Six days.

21 Q. And that's Monday through Saturday,  
22 is that correct?

23 A. Yes.

24 Q. Were you the person that would  
25 actually input the driver's name on the

1 E. SAMUELS

2 settlement statement?

3 A. No.

4 Q. Who would do that?

5 A. The GM.

6 Q. And that's Andre Wilson?

7 A. Yes, the general manager. That's how  
8 he makes his payroll. He puts your name in,  
9 the stop count like you can see right here.  
10 All the stops I went back to, the schedule,  
11 how much miles they paid us. [inaudible  
12 00confirmed.

13 Q. Did you review these settlement  
14 statements when you received them?

15 A. You mean my review where you just  
16 got it, it's okay to put it away. I don't  
17 know about reviewing because there's nothing  
18 to review.

19 Q. Did you check them for accuracy?

20 A. Yes.

21 Q. Were there ever any instances that  
22 the settlement ... Sorry, let me finish my  
23 question.

24 A. Sorry.

25 Q. Were there ever any instances that

1 E. SAMUELS

2 the settlement statement was inaccurate?

3 A. A lot of times, a few times, many  
4 times.

5 Q. And what would you do in those  
6 instances?

7 A. You would go to them, get the  
8 manifest, show them how much stops you did  
9 the day, how much callbacks and everything  
10 else. And they would say, "Okay, we'll  
11 correct it next time."

12 Q. Did they ever have the wrong driver  
13 listed on the settlement statements?

14 A. No, because ... Nope.

15 Q. And why did they never have the  
16 incorrect driver listed?

17 A. Because when you go in in the  
18 morning, you get your paperwork. The  
19 manager's going to make sure that the driver  
20 is there, the helper is there. They have to  
21 be noted. Approved drivers and helpers, so  
22 when you go in someone house, they know who  
23 they sending into the house. It's you.

24 Q. So, what sorts of things would be  
25 inaccurate on the settlement statements

1 E. SAMUELS

2 then?

3 A. A lot of stops, your go backs. Most  
4 of the time your mileage.

5 Q. When you received these settlement  
6 statements, would you ever write any  
7 notations on them yourself?

8 A. No. I would just bring my manifest  
9 and show it to them. That's about it.

10 Q. Do you still have manifests from  
11 when you were under contract at HDL?

12 A. Yes. I should have a few. The  
13 problem is I just moved, so I'm trying to  
14 locate all of my paperwork from all these  
15 companies.

16 Q. Looking at this document, the  
17 delivery settlement statement. Is there any  
18 way of knowing who the helper was on this  
19 occasion?

20 A. Shawn McLaren.

21 Q. And you know that based on your  
22 personal knowledge of the workers you had  
23 hired, correct?

24 A. Yes.

25 Q. But there's nothing on this document

1 E. SAMUELS

2 itself that I could go to and confirm as  
3 much?

4 A. No. They don't put helpers on there.  
5 They just have the driver and the contract  
6 company.

7 Q. But the work performed on this  
8 settlement statement would've been performed  
9 by both the driver and helper, is that  
10 correct?

11 A. And helper. Yes sir.

12 Q. I'd just like to clarify a couple of  
13 items on here. Looking at Row 11, which is  
14 dated June 24, 2013, can you tell me how  
15 many stops you had completed that day?

16 A. 16 stops that day.

17 Q. And it appears that you were paid  
18 \$384 for those stops. Is that correct?

19 A. Yes.

20 Q. And that comes out to be \$24 per  
21 stop.

22 A. Per stop, yep.

23 Q. Was that always the rate that you  
24 were paid per stop?

25 A. Actually it's ... You got to do the



1 E. SAMUELS

2 go back, see the two go backs. That means it  
3 was 18 stops. They paid for an extra two  
4 stops.

5 Q. Would you please explain that to me?

6 A. All right, so let's say you get to a  
7 stop, customer's not at home, and you wait  
8 15 minutes, give them the time, they don't  
9 show up. You call and they give you a code.  
10 You get to move on to your next stop. Then  
11 say during the course of that day the  
12 customer calls and says, "Hey. Is it  
13 possible the team can come back?" And let's  
14 say you are on time, if you're able to go  
15 back and do that stop, they actually pay  
16 you, I think it's instead of the ... You get  
17 \$10 or \$13 if they're not at home, and then  
18 you get \$23 or \$24. Whatever the pay rate  
19 was, you got that extra stop plus \$10 for  
20 the go back.

21 Q. Okay. And so, you're saying that on  
22 this date there were 16 stops and two go  
23 backs and confirmed, correct?

24 A. Yes.

25 Q. But would you look at Column L here,

1 E. SAMUELS

2 where it says go back and confirm add. Do  
3 you see that?

4 A. Yes. So, that was \$40 for the go  
5 backs, yep.

6 Q. Okay. And that \$40 encompasses the  
7 two go backs. Is that accurate?

8 A. Yes.

9 Q. So, is it fair to say that on this  
10 day you were paid \$384 for the 16 stops, and  
11 then an additional \$40 for the two go backs?

12 A. Go backs. Yes.

13 Q. Then in Column H here, there's a  
14 column labeled Fuel, where on this date June  
15 24, 2013, it says \$25.39. Do you see that?

16 A. Yes.

17 Q. Is this an amount that HDL would pay  
18 you for fuel?

19 A. Yes.

20 Q. How was that calculated?

21 A. I do not recall.

22 Q. But it appears to vary by day here.  
23 Correct?

24 A. Yes. It depends on what ... I think  
25 it varies on your mileage, plus ... It's

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

basically your mileage times, I think it's .49 or .48 per half a mile or per mile. It's been so long, I don't remember what it was, but they pay you a percentage of your mileage.

Q. Okay. But is it your recollection that the fuel amount paid by HDL was not based directly on completed stops?

A. No, just mileage.

Q. And in Column G here, there is a mileage category. Do you see that?

A. Yes.

Q. How was this mileage determined?

A. It was determined by what they said you were supposed to do.

Q. And when you say they, who do you mean?

A. So, I'm not sure who did the routing, if it was HDL or Sears but they would do the routing, and they would route you a certain way. So, then they would say, "You're supposed to do 35 miles." So even if you did 60 miles, because they determined it was supposed to be a 35-mile route. They put

1 E. SAMUELS

2 you on parkways, freeways or whatever it  
3 was, they pay you for the mileage they put  
4 on the paperwork, not the actual mileage you  
5 did.

6 Q. Did you ever attempt to negotiate  
7 higher mileage in those situations?

8 A. Yes.

9 Q. What was the result of that?

10 A. Same thing. Just be glad you got a  
11 job.

12 Q. And would you describe to me what a  
13 go back and confirm is?

14 A. It means that I got to the stop, I  
15 got a code that I could move on. I went back  
16 to the stop, redid it, did the stop, called  
17 back in and got another code confirmed by  
18 the customer that the delivery was complete  
19 on my second attempt.

20 Q. Okay, and it appears that you were  
21 paid on this occasion \$20 per go back. Is  
22 that correct?

23 A. Yes.

24 Q. How was that number determined?

25 A. It determines how much stop I went

1 E. SAMUELS

2 to that was not at home that I went back to.

3 Q. But were you ever paid more than \$20  
4 for go back?

5 A. No.

6 Q. Were you ever paid less?

7 A. I don't recall.

8 Q. And was this an amount that was  
9 offered to you by HDL?

10 A. I think so.

11 Q. Going one column over to Column M,  
12 there's a category called specials. What are  
13 specials?

14 A. Specials is basically going above  
15 and beyond to get something done for the  
16 customer and it's confirmed by customer and  
17 confirmed by Sears.

18 Q. And-

19 A. So ...

20 Q. Sorry, go ahead.

21 A. So, a special would be, okay, you're  
22 bringing out a treadmill. It has to go up in  
23 pieces. You have to take it apart, bring it  
24 up, set it together, make sure it works. So,  
25 they'll give you an extra stop for a special

1 E. SAMUELS

2 that you got completed.

3 Q. And it looks like there was one  
4 special on Saturday June 29, is that  
5 correct?

6 A. Yes. That's what it says.

7 Q. For \$24?

8 A. Yep.

9 Q. Do you recall how the \$24 figure was  
10 determined?

11 A. No, unfortunately I don't remember.

12 Q. Is this something that you would  
13 request?

14 A. No. I think that's in the original  
15 contract for specials, and the schedule A  
16 that they give you, I think that was on it  
17 for \$24 and go backs were \$20, and some  
18 other stuff but I can't recall. It's been  
19 that long, sir. Sorry.

20 Q. Would a particular delivery counting  
21 as a special be something that you would  
22 request?

23 A. No.

24 Q. How was it determined whether a  
25 particular delivery was a special?

1 E. SAMUELS

2 A. They determined what it was. Let's  
3 say you get to a stop and the customer has  
4 some special needs, and you want to help the  
5 customer. You can call and say, "Look, I'm  
6 here. The customer needs this, this, this  
7 done." And they say, "Okay, we'll give you a  
8 special for it." Basically, that's it. Or  
9 I'll give you two specials. Sometimes they  
10 say two, and when you're finished you only  
11 get one.

12 Q. Were you ever able to negotiate more  
13 specials?

14 A. I've done that, and they've said,  
15 "Yes we will," but then when your pay comes  
16 you only got one or you've got two instead  
17 of four, one instead of three.

18 Q. In those situations after reviewing  
19 the settlement statement, would you go back  
20 and tell them that they were wrong?

21 A. Yes. You go to the GM, and you say,  
22 "This is on my paperwork. You said three.  
23 Blah, blah, blah." And it always comes back  
24 down to, "We'll see what we can do next  
25 way."

1 E. SAMUELS

2 Q. It always comes back to that?

3 A. See what we'll do next week.

4 Q. So, were there ever any instances  
5 when you negotiated higher specials and you  
6 were paid for those higher specials?

7 A. I really don't recall getting them.

8 Q. But you recall not getting them?

9 A. Yes.

10 Q. I'd like to direct your attention to  
11 the bottom half of this settlement statement  
12 here, beginning at Row 19. It says, "Do home  
13 delivery link." Do you see that?

14 A. Yep.

15 Q. Is this the part of the settlement  
16 statement that would show the deductions  
17 taken from Ultimate Delivery System  
18 settlements?

19 A. Yes.

20 Q. I'd like to just talk about a couple  
21 of these. On Row 20, I apologize here, it  
22 says "Worker's comp insurance." Do you see  
23 that?

24 A. Yes.

25 Q. And that's for \$104.



1 E. SAMUELS

2 A. Yes.

3 Q. What is worker's comp insurance?

4 A. That's insurance that say they got  
5 worker's comp for you. You pay them so they  
6 pay your worker's comp.

7 Q. And this worker's comp insurance was  
8 facilitated through HDL?

9 A. Yes.

10 Q. Did Ultimate Delivery Systems  
11 receive a deduction every week for worker's  
12 comp?

13 A. Yes.

14 Q. Was it always \$104?

15 A. I think so. It might've went up  
16 after a while. I'm not sure.

17 Q. And did this insurance cover  
18 worker's compensation for other Ultimate  
19 Delivery System workers?

20 A. No.

21 Q. Who did it cover?

22 A. No one actually.

23 Q. What do you mean by that?

24 A. Because even though I would ... I  
25 couldn't be on it as an owner, and my

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

helpers or carriers couldn't be on it, so we couldn't even file worker's comp even if we wanted. It was an umbrella filing. It was just basically worker's comp showing the state that we got worker's comp. That was it.

Q. So, did you actually receive a worker's comp policy?

A. I got a policy number, and if you don't mind, when I tried to use that policy elsewhere, they said it was an HDL policy. It wasn't for Ultimate Delivery System.

Q. So, it's your testimony today that the worker's comp insurance Ultimate Delivery Systems paid for did not actually provide coverage to anyone?

A. Yes.

Q. Going to Row 21 here, contractor insurance package. Do you see that?

A. Yes.

Q. And there's no deduction for that, correct?

A. Yes.

Q. And that's because you purchased

1 E. SAMUELS

2 insurance directly through State Farm,  
3 correct?

4 A. Yes.

5 Q. At Row 28 here, there's a category  
6 called uniforms, do you see that?

7 A. Yes.

8 Q. And there's a deduction for \$184. Is  
9 that correct?

10 A. Yes.

11 Q. What is that for?

12 A. For uniform shirt they say you have  
13 to wear.

14 Q. So, who said you have to wear?

15 A. HDL says there's a particular shirt  
16 or uniform marked "Authorized carrier" that  
17 you have to wear, so they would sell it to  
18 you, so you'd be in uniform compliance.

19 Q. And who told you that you had to  
20 wear a uniform that said authorized carrier?

21 A. The regional manager and the GM when  
22 they came down.

23 Q. Did you have to purchase that  
24 uniform through HDL?

25 A. Yes. I even tried to make my own and

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

they said it wasn't good enough.

Q. And tell me about that situation.

A. I went and got the same blue color shirts with the collar, the polo, and put authorized carrier on it. They said it wasn't up to their standard, so I had to purchase their shirts.

Q. Who told you it wasn't up to their standard?

A. The GM.

Q. Who's the GM?

A. Andre Wilson.

Q. And this \$184 that was deducted, does this have anything to do with the work that was performed in this week?

A. No. That's just uniform that they sell you. Pays when you got a uniform vest dirty, and they give you one and tell you you got to pay for it. So, let's say I wore a shirt yesterday and unfortunately, I got a stain, and I wasn't able to wash it, or I got back to the warehouse and my shirt's a little dirty, they're going to tell me I've got to purchase a new shirt today because

1 E. SAMUELS

2 I'm going to people's houses. So, they'll  
3 give you a shirt, and then they'll deduct  
4 it.

5 Q. Were these uniforms also for your  
6 helpers and other drivers?

7 A. Yes.

8 Q. Did you charge them for uniforms?

9 A. No.

10 Q. The next row down here, 29,  
11 performance bond. What is that?

12 A. That's basically a security bond.  
13 It's basically they hold onto \$2500 per  
14 truck, so just in case if after you leave  
15 the company or whatever happens, they still  
16 have that 25 plus whatever paycheck they  
17 hold on to cover any claims or damages or  
18 losses to HDL.

19 Q. Do you recall the amount that the  
20 performance bond was for?

21 A. \$2500.

22 Q. And was there \$100 deducted from the  
23 settlement statement until that was  
24 deposited?

25 A. Yes.

1 E. SAMUELS

2 Q. And did that \$100 vary week by week?

3 A. It was \$100 every week.

4 Q. And that had nothing to do with the  
5 amount of work performed in that week.

6 Correct?

7 A. No.

8 Q. And then Row 32 is administrative  
9 fee. What is that?

10 A. That's what they took out of your  
11 paycheck for administration. I'm not sure. I  
12 think it was 5% or something like that.

13 Q. It was a percentage of the total  
14 settlement?

15 A. Yes.

16 Q. And that percentage was consistent  
17 across different settlements?

18 A. Yes. It's basically 5% of whatever  
19 your gross was.

20 Q. Also going back here to Row 30,  
21 there's a merchandise claim category. Do you  
22 see that?

23 A. Yes. That's just in case they say  
24 you damage an appliance, or a fridge came  
25 back with a dent, and they say you did it,

1 E. SAMUELS

2 it happened on your truck.

3 Q. Did Ultimate Delivery System ever  
4 have to pay for a merchandise claim?

5 A. A few times.

6 Q. And was that always deducted from  
7 the settlement statement?

8 A. Yes.

9 Q. Could you have had the option to pay  
10 directly?

11 A. No.

12 Q. And if it were to appear on a  
13 settlement statement, would it appear on the  
14 settlement statement for the week in which  
15 the damage occurred?

16 A. No.

17 Q. So, would there be any way to tie  
18 the merchandise claim back to the week in  
19 which the damage occurred?

20 A. No. So how it works is you bring a  
21 fridge back on Monday. They take it in on  
22 Monday, and then the warehouse people come  
23 in on Wednesday and they go to all the  
24 units, and they say, "This fridge looks like  
25 it fell off the truck. It doesn't look like

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

XYZ," and they say, "Put the claim in under the driver." Sears would then do a claim form, give that to HDL management, which it depends on the time they took ... Sorry about it. Can you hear me?

Q. Yes.

A. So, it depends on the time between HDL gets the claim from Sears to the point where they say, "Okay, we going to charge this driver." That's when you get it. So, it could be a week, could be two weeks, could be three, could be a month.

Q. And that amount of time varied across the board?

A. Yes.

Q. Did you have an option to submit merchandise claims to your insurance and have insurance cover it?

A. Yes, but half the time it would make no sense because the payment you paying would be less than the deductible.

Q. So, you chose to have it deducted instead?

A. Yes. You can't have too much



1 E. SAMUELS

2 merchandise claims through insurance, or  
3 eventually they going to drop you. Sorry.

4 Q. Mr. Samuels, I'm going to share my  
5 screen. What I'm deeming marked as Exhibit  
6 3.

7 (Whereupon, the witness was  
8 shown a document marked as  
9 Exhibit 3 for identification as  
10 of this date.)

11 Q. This is another Excel spreadsheet,  
12 with 14 sheets. It is Bates labeled  
13 HDL\_K003195. Are you able to see this  
14 document?

15 A. Yes.

16 Q. Actually, I apologize. I have the  
17 wrong Bates label on this. It's actually  
18 Bates labeled HDL\_K002873. And I'm on the  
19 page that says UDL UDL. Do you see that?

20 A. Yes.

21 Q. Okay. Or sorry, UDY UDY. You see  
22 that?

23 A. Yes.

24 Q. And what does UDY UDY mean?

25 A. I guess that's a location for

1 E. SAMUELS

2 Ultimate Delivery.

3 Q. On Row 3 here under driver, it says  
4 Everald Samuels, correct?

5 A. Yes.

6 Q. And it states week ending in  
7 11/14/2015. Is that correct?

8 A. Yes.

9 Q. Can you tell if you were the driver  
10 for every day on this settlement statement?

11 A. I should be.

12 Q. I'd like to talk about starting at  
13 Row 33 here, and this is do home delivery  
14 link. Do you see that?

15 A. Yes.

16 Q. These are the deductions again.  
17 Correct?

18 A. Yes.

19 Q. Okay, and in Row 34 there's truck  
20 rental. Do you see that?

21 A. Yes.

22 Q. What is that deduction for?

23 A. I think that's when I had Hino.

24 Q. When you what?

25 A. When they had me lease the Hino.

1 E. SAMUELS

2 That's when I leased the truck from Mendim.

3 Q. And that amount was \$450, correct?

4 A. Yes.

5 Q. Was that always \$450 per week?

6 A. Per week, yep.

7 Q. And it did not vary based on the  
8 amount of work performed in a week, right?

9 A. Nope. Nope.

10 Q. In the lease that you had set up,  
11 you were choosing to have your lease  
12 payments deducted from your settlement  
13 statement. Is that correct?

14 A. I didn't choose to do that actually.  
15 HDL set it up with Mendim.

16 Q. And you agreed to that system?

17 A. Yes.

18 Q. Going down to Row 43 here, it says  
19 "In home damage claim." Do you see that?

20 A. Yep. Yes sir.

21 Q. And that's for \$244.69. Is that  
22 correct?

23 A. Yes sir.

24 Q. What's an in-home damage claim?

25 A. That's if I go in a house, a

1 E. SAMUELS

2 customer calls and said I scratched their  
3 floor or wall, broke a picture. Whatever it  
4 is, in home. You damage something in the  
5 home.

6 Q. Is there any way of knowing what  
7 week this in home damage claim occurred in?

8 A. See that number right there, 221044?

9 Q. Yes.

10 A. HDL would have that. That would be  
11 an HDL number that they would use to track  
12 the customer's name and what was claimed on  
13 the damage.

14 Q. And do you know what that number  
15 corresponds to?

16 A. Like I said, it's an HDL number that  
17 they locate to a claim number so they would  
18 know who's a customer and what the customer  
19 list in their incident.

20 Q. Looking at this document, is there  
21 any way of knowing who the driver was when  
22 this damage claim occurred?

23 A. If it says Everald Samuels, then  
24 it's going to be me.

25 Q. So, is it your testimony that if the

1 E. SAMUELS

2 driver ID in Row 3 here says Everalld Samuels  
3 then you were the driver when the in-home  
4 damage claim occurred?

5 A. Yes. But you've also got to realize  
6 that even if that was on let's say Jared  
7 Caesar, it would still be UDY, so they would  
8 send it to my settlement regardless.

9 Q. So, did you ever review these  
10 settlement statements to make sure the in-  
11 home damage claims were applied to the  
12 appropriate driver?

13 A. Yes, but at the same time, by the  
14 time you get an in-home damage, it's already  
15 being deducted.

16 Q. And is this a similar situation to  
17 the merchandise claims where they could  
18 appear weeks or months after the damage  
19 occurred?

20 A. Yes sir. Actually, with an in-home  
21 damage it could be up to a year later.

22 Q. Did you ever have an instance where  
23 you received an in-home damage claim from a  
24 driver, and it was deducted from your  
25 paycheck while the driver no longer worked

1 E. SAMUELS

2 for Ultimate Delivery System?

3 A. Yes.

4 Q. And what was that?

5 A. What was the claim?

6 Q. Tell me about the situation.

7 A. Yes. You have a driver that stops  
8 working for you and a claim comes in eight  
9 months, six months after he no longer works  
10 for you.

11 Q. And that actually happened to  
12 Ultimate Delivery Systems?

13 A. Yes.

14 Q. And for these claims could you also  
15 choose to submit them to insurance?

16 A. You could, but like I said, by the  
17 time you get it, even if you went to your  
18 insurance, they would tell you that it's  
19 been six months. We can look into it, we can  
20 send an adjuster out, but that's about it.  
21 They can't do anything else.

22 Q. So, is it fair to say that an in-  
23 home damage claim deduction may or may not  
24 be related to the work you performed in a  
25 given week?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

A. Yes.

Q. Did Ultimate Delivery Systems file taxes?

A. Yes.

Q. And did they deduct in home damage claims from their taxes?

A. No.

Q. Would it deduct merchandise claims from its taxes?

A. No. Merchandise are kept by Sears even though you pay for it.

Q. What do you mean by that?

A. So, let's say you damage a fridge. They charge you for it, but Sears actually keep that fridge. You don't even get the property, so it's not for you to say, "I own this. I can do anything with it."

Q. Okay, but Ultimate Delivery System would pay that damage claim, correct?

A. Yes.

Q. And on its taxes, it would not deduct that as a business expense. Is that accurate?

A. Yes.

1 E. SAMUELS

2 Q. Okay. Mr. Samuels, I'm sharing my  
3 screen with what has been deemed Exhibit 4.  
4 This is another Excel spreadsheet Bates  
5 labeled HDL\_K003195.

6 (Whereupon, the witness was  
7 shown a document marked as  
8 Exhibit 4 for identification as  
9 of this date.)

10 Q. Do you see this document?

11 A. Yes.

12 Q. And this is another delivery  
13 settlement statement, correct?

14 A. Yes.

15 Q. And this is for the date week ending  
16 9/20/2014, correct?

17 A. Yep.

18 Q. And you are listed as the driver,  
19 correct?

20 A. Yes.

21 Q. Okay. I'd like to go starting at Row  
22 34 here where we have do home delivery link.  
23 Do you see that?

24 A. Yes.

25 Q. And these are the deductions,



1 E. SAMUELS

2 correct?

3 A. Yes sir.

4 Q. And at Row 35 we have another truck  
5 rental deduction, correct?

6 A. Yes.

7 Q. Do you believe this is for your  
8 lease of the truck that Ultimate Delivery  
9 Systems was operating?

10 A. Yes.

11 Q. It says \$500 week, correct?

12 A. Yes.

13 Q. Was that a \$500 deduction every  
14 week?

15 A. Yes.

16 Q. And it did not vary based on the  
17 amount of work performed in that week,  
18 correct?

19 A. No.

20 Q. Okay. Down to Row 48, we have DMV  
21 citations. Do you see that?

22 A. Yes.

23 Q. What is that deduction category for?

24 A. It looks like it's a ticket.

25 Q. And why do you say that?

1 E. SAMUELS

2 A. Parking ticket. Because it says DMV  
3 citation, that number right there, and  
4 because I was using a leased truck Mendim  
5 will send the direct citation. HDL would pay  
6 it and then deduct it.

7 Q. Is there any way of knowing if this  
8 citation occurred in the week that ends in  
9 9/20/2014?

10 A. No, and I doubt it would be the same  
11 week. It would probably be a month prior.

12 Q. Why do you say that?

13 A. Because usually tickets when they  
14 hit the leasing company, it's 30 days after  
15 it was given.

16 Q. And is there any way of knowing who  
17 the driver was when this citation occurred?

18 A. Yes. It says Everalld Samuels. I  
19 would know in the citation because it  
20 wouldn't be in this week.

21 Q. Sure. It was deducted from this  
22 week's settlement statement though, correct?

23 A. Yes.

24 Q. But is it possible that it was  
25 another driver that incurred the citation?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

A. I doubt that because at the time I think I was still running one truck.

Q. Okay. Did you ever have any instances when a DMV citation was deducted from a settlement statement with your name on it and it was actually another driver that received the citation?

A. I don't recall to be honest.

Q. And then on Row 50 here there's another category. Do you see that?

A. Yes.

Q. And it says \$465 for loan payment.

A. Yes.

Q. Do you know what that is for?

A. Yes. That mean I borrowed some money from HDL, and they were deducting it back.

Q. And do you recall-

A. I took a loan.

Q. Sorry, go ahead.

A. I mean I asked them for a loan and they probably, not probably, they gave it to me. Then they deducted the money back.

Q. Do you recall what this particular loan was for?

1 E. SAMUELS

2 A. I wish, no.

3 Q. Does this deduction have anything to  
4 do with the work performed in this given  
5 week?

6 A. No.

7 Q. Did you personally receive a W-2  
8 form from Ultimate Delivery System?

9 A. No. 1099.

10 Q. You received a 1099?

11 A. Yep.

12 Q. Do you still have those 1099s?

13 A. No.

14 Q. You testified earlier that Ultimate  
15 Delivery System filed taxes, correct?

16 A. Yes.

17 Q. Do you maintain any of those tax  
18 returns?

19 A. I would have to get them.

20 Q. Do you have access to them?

21 A. My accountant does.

22 Q. Did your-

23 A. My ex-accountant does.

24 Q. Did your ex-accountant prepare the  
25 tax filings for Ultimate Delivery Systems?

1 E. SAMUELS

2 A. Yes.

3 Q. And were you the person who selected  
4 that accountant?

5 A. Yes.

6 Q. How'd you pick them?

7 A. Another contractor told me about  
8 him.

9 Q. Would you also file personal tax  
10 returns separate from the company?

11 A. Yes.

12 Q. And did the same accountant prepare  
13 those tax-

14 A. No.

15 Q. Who did?

16 A. My sister.

17 Q. On Ultimate Delivery System's tax  
18 returns, would you deduct business expenses?

19 A. I don't recall.

20 Q. Did you provide 1099 forms for your  
21 workers?

22 A. Yes.

23 Q. Do you still have any of those 1099  
24 forms?

25 A. He would have those unfortunately.

1 E. SAMUELS

2 Q. And when you say he, who do you  
3 mean?

4 A. My accountant. The problem is I  
5 just, like I said, I moved about a year and  
6 a half ago and a lot of my paperwork's there  
7 in storage. Just haven't been -- I haven't  
8 been there in a minute.

9 Q. Did Ultimate Delivery Systems  
10 maintain financial bookkeeping documents?

11 A. No.

12 Q. You didn't use QuickBooks?

13 A. No. I just paid my guys the days  
14 they worked.

15 Q. And who was in charge of making sure  
16 that your guys were paid?

17 A. What was that?

18 Q. Who was in charge of making sure  
19 that your guys were paid?

20 A. I am.

21 Q. Did Ultimate Delivery Systems ever  
22 advertise for services?

23 A. No.

24 Q. Did you ever put your name or logo  
25 on any uniforms?

1 E. SAMUELS

2 A. No. Not allowed to.

3 Q. What was that?

4 A. Not allowed to.

5 Q. Who wouldn't allow you to?

6 A. Either HDL or Sears. It just has to

7 be a plain shirt that says authorized

8 carrier. It can't have anything else on it.

9 Q. And who told you that there couldn't  
10 be anything else on it?

11 A. The management.

12 Q. Who in management?

13 A. The GM and the regional manager.

14 Q. Who is the regional manager?

15 A. I think his name was Cotton. I don't  
16 remember his name.

17 Q. Do you recall if that was an HDL or  
18 Sears requirement?

19 A. I'm not sure.

20 Q. While Ultimate Delivery Systems was  
21 under contract with HDL, it was responsible  
22 for paying its business expenses, correct?

23 A. Sorry, what was that?

24 Q. While Ultimate Delivery Systems was  
25 under contract with HDL, it was responsible

1 E. SAMUELS

2 for paying its business expenses, correct?

3 A. To pay my own business expenses.

4 Q. Mr. Samuels, can you hear us all  
5 right?

6 A. Yes.

7 Q. Okay.

8 A. I'm sorry. My earpiece died, and for  
9 some reason the Zoom is not loud. It's very  
10 low, so I got to put it to my ears.

11 Q. Let's go off the record for a second  
12 here.

13 THE VIDEOGRAPHER: The time is 7:29 and  
14 we are going off the record.

15 THE VIDEOGRAPHER: The time is 7:31. We  
16 are back on the record.

17 Q. Mr. Samuels, you understand that  
18 you're still under oath, correct?

19 A. Yes.

20 Q. While Ultimate Delivery Systems was  
21 under contract with HDL, was it responsible  
22 for paying its business expenses?

23 A. Yes.

24 Q. And were those business expenses  
25 paid from Ultimate Delivery Systems' bank



1 E. SAMUELS

2 account?

3 A. For the most part, yes.

4 Q. And what do you mean by for the most  
5 part?

6 A. As you saw in the settlement, HDL  
7 took payments for the trucks and the  
8 worker's comp insurance, so they took those  
9 and paid those straight from your  
10 settlement.

11 Q. Were there ever instances where you  
12 personally paid for business expenses of  
13 Ultimate Delivery Systems?

14 A. For diesel and equipment, yes.

15 Q. But would those payments come out of  
16 the Ultimate Delivery Systems bank account?

17 A. Yes.

18 Q. Okay. And you testified earlier that  
19 you supplied your other drivers and helpers  
20 with uniforms, correct?

21 A. Yes.

22 Q. And you did not make them pay for  
23 those?

24 A. Yes.

25 Q. Yes, you did or yes you did not?

1 E. SAMUELS

2 A. I did not have them pay for it.

3 Q. Okay. Would you a driver or helper  
4 pay for damage claim that they caused?

5 A. Yes, if they did.

6 Q. And how would you determine if they  
7 did it?

8 A. They would give you the date of the  
9 delivery and you will be able to see whose  
10 driver is on the list for that day.

11 Q. And would you charge just the driver  
12 or also the helper?

13 A. Both.

14 Q. Were there any specific permits that  
15 were required for Ultimate Delivery Systems  
16 to operate?

17 A. No.

18 Q. Were there any licenses that  
19 Ultimate Delivery System obtained?

20 A. No.

21 Q. The trucks you operated, did they  
22 have any logos on them?

23 A. Yes. Sears put logos.

24 Q. What logos?

25 A. Sears.

1 E. SAMUELS

2 Q. And they would say Sears?

3 A. Yes.

4 Q. Where were those logos located?

5 A. On the front and the sides and the  
6 back.

7 Q. Sorry, I cut you off. What was the  
8 last thing you said?

9 A. On the box.

10 Q. Were these logos on all the trucks  
11 that you operated while you were under  
12 contact with HDL?

13 A. Yes.

14 Q. Mr. Samuels, I'm going to share my  
15 screen with what has been deemed as Exhibit  
16 5. This is a nine-page document. It's  
17 labeled HDLK00099 through 107.

18 (Whereupon, the witness was  
19 shown a document marked as  
20 Exhibit 5 for identification as  
21 of this date.)

22 Q. Are you able to see this document?

23 A. Yes.

24 Q. And at the top it's titled  
25 Independent Contractor Agreement, correct?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

A. Yes.

Q. Do you recall Ultimate Delivery Systems entering into a contract titled Independent Contractor Agreement with HDL?

A. Yeah. Yes.

Q. Did you read that contract before signing it?

A. Yes.

Q. And did you understand what the contract said?

A. Kind of, not really.

Q. What do you mean by that?

A. There's a lot of wording on there that was not too ... It's basically a very legal tender thing, and they didn't basically give you permission to give it to another lawyer to check for you. So, it was basically, "This is what it says, this is what it does, rah rah rah. Do you want to get a job or not?"

Q. Did you ask for the opportunity to give it to a lawyer?

A. Yes.

Q. And what was told to you?

1 E. SAMUELS

2 A. I was told it was just a regular  
3 contract, it's nothing major, don't worry  
4 about it.

5 Q. And you signed the contract then?

6 A. Yeah, I did. Yeah, it is what it is.

7 Q. Do you see paragraph six here?

8 A. Yes.

9 Q. Expenses.

10 A. Yep.

11 Q. It states, "Contractor shall provide  
12 its own vehicle and shall pay all costs  
13 attendant with its operation and  
14 maintenance." Did I read that correctly?

15 A. Yes.

16 Q. Was this your understanding when  
17 entering into the contract with HDL?

18 A. Yes.

19 Q. So, it was your understanding that  
20 Ultimate Delivery Systems would be  
21 responsible for the payment of any vehicle  
22 expenses, correct?

23 A. Yes.

24 Q. And it was your understanding that  
25 Ultimate Delivery Systems would be

1 E. SAMUELS

2 responsible for providing its own vehicles,  
3 correct?

4 A. Yes, but on a special occasion HDL  
5 says, "We'll help you get a decent lease,  
6 and we'll help you to keep that lease  
7 going."

8 Q. So, HDL would facilitate leases of  
9 vehicles if you wished to follow that route.  
10 Is that fair?

11 A. Yes.

12 Q. Let's go off the record here.

13 THE VIDEOGRAPHER: The time  
14 is 7:37 and we are going off the  
15 record.

16 (Whereupon, a short recess  
17 was taken.)

18 THE VIDEOGRAPHER: The time  
19 is 7:49 and we are back on the  
20 record.

21 BY MR. BREHM (continued):

22 Q. Mr. Samuels, you understand that  
23 you're still under oath, correct?

24 A. Yes.

25 Q. I'd like to go back to what has been

1 E. SAMUELS

2 marked or deemed exhibit one.

3 I'll share my screen with you here,  
4 Mr. Samuels.

5 Okay. Are you able to see my screen?

6 A. Yes.

7 Q. Okay. These are the interrogatories  
8 that we looked at earlier in the deposition.  
9 Do you recall that Mr. Samuels?

10 A. Yes.

11 Q. Okay. And at the middle of the page  
12 here, the answer to interrogatory number  
13 five states that plaintiff leased a 2013  
14 Hino truck in 2013, and the lease was  
15 returned in 2015. Plaintiff then purchased a  
16 2006 International in 2015, and purchased  
17 2008 International in 2015.

18 Did I read that correctly?

19 A. Yes.

20 Q. And these two trucks that Ultimate  
21 Delivery System purchased in 2015, was that  
22 when you were running two trucks with HDL?

23 A. Yes.

24 Q. Okay. And you said you leased those  
25 trucks, correct?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

A. No.

Q. Oh, you purchased them?

A. Yes.

Q. And who'd you purchase them through?

A. I bought one through a private seller, both through private sellers.

Q. Did ultimate delivery systems pay for those directly?

A. Yes.

Q. So those payments were not deducted from Ultimate Delivery Systems settlement statements, correct?

A. Yes, weren't.

Q. And then after your contract with HDL was terminated, did Ultimate Delivery Systems use those same trucks in fulfilling its contract with XPO Logistics?

A. Yes.

Q. And then did Ultimate Delivery Systems use those same trucks in fulfilling its contract with FGO Logistics?

A. Yes.

Q. Did Ultimate Delivery Systems contract with any other companies to provide



1 E. SAMUELS

2 delivery services and equipment after FGO  
3 Logistics?

4 A. No.

5 Q. So Ultimate Delivery Systems closed  
6 after its contract with FGO, is that  
7 accurate?

8 A. Yes.

9 Q. We talked a little bit about Andre  
10 Wilson earlier. You said he was the general  
11 manager, correct?

12 A. Yes.

13 Q. And was he with HDL or Sears?

14 A. HDL.

15 Q. Was there a Sears manager at the  
16 Syosset warehouse as well?

17 A. Yes.

18 Q. Who was that?

19 A. They had three during the time I was  
20 there.

21 Q. And could you tell me their names  
22 and approximate years that they were there?

23 A. Not really, because we don't really  
24 deal with Sears. We deal with HDL, and they  
25 deal with Sears.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

E. SAMUELS

The only one I know about was Bruce because he was there from like forever until he retired and then they had three that came in and they kind of went and came. So, I never knew them.

Q. Was Andre Wilson there the entire time that you were under contract with HDL?

A. Yes.

Q. And you had mentioned a regional manager, is that correct?

A. I know his name was Cott and I just can't remember his first name. Chris Cott, there you go. CC.

Q. And was he the regional manager the entire time that you were under contract with HDL?

A. From what I can recall, I'm not really sure. Because I didn't see him for a while the last few years.

Q. Is there anyone else that was at the Syosset warehouse that you would communicate with about deliveries to be performed?

A. Just the assistant manager, and the manager, that's it.

1 E. SAMUELS

2 Q. And who was the assistant manager?

3 A. I can't remember his name.

4 Q. Was it the same person the entire  
5 time you were under contract with HDL?

6 A. No, they had two assistant managers  
7 that came and went during that time.

8 Q. Do you recall either of their names?

9 A. Sergio, and... No, I can't remember  
10 the first guy's name.

11 Q. That's okay. This isn't a memory  
12 quiz. How did you communicate with these  
13 individuals?

14 A. Spoke, text, call.

15 Q. Email?

16 A. No.

17 Q. Do you know if you still have any of  
18 the text's communications with these  
19 individuals?

20 A. No, that's like 10 phones ago.

21 Q. Has Ultimate Delivery Systems ever  
22 been sued?

23 A. Yes.

24 Q. Tell me about that.

25 A. Was one that said water damage

1 E. SAMUELS

2 occurred in his basement and he replaced the  
3 whole basement in one weekend. So, I sent it  
4 to my insurance because he wanted like  
5 \$80,000.

6 Q. Was that while the company was under  
7 contract with HDL?

8 A. I can't recall to be honest. It was  
9 a while ago. I just know it was... I sent it  
10 to my insurance, and they care of  
11 everything.

12 Q. Was there another occasion that  
13 Ultimate Delivery Systems had been sued?

14 A. Not that I recall.

15 Q. Do you know Mike Kloppel?

16 A. No.

17 Q. Do you know Adam Wilson?

18 A. No.

19 Q. Besides your attorneys, have you  
20 talked about this case with anyone?

21 A. No.

22 Q. That's all the questions I have Mr.  
23 Samuels, I appreciate your time.

24 A. Okay.

25 MR. ALBA: I don't have

E. SAMUELS

anything.

THE VIDEOGRAPHER: We are  
off the record at 7:56 PM and  
this concludes today's testimony  
given by Everalld Samuels.

The total number of media  
units used was two and will be  
retained by Veritext Texas.

(Whereupon, the deposition  
of Everalld Samuels was  
concluded, at 7:56 p.m.)

-o0o-

\* \* \* \* \*

E. SAMUELS

C E R T I F I C A T E

STATE OF NEW YORK)

:ss

COUNTY OF QUEENS)

I, JUDEEN M. DENNISTON, a Shorthand  
Reporter and Notary Public, within and for the  
State of New York, do hereby certify:

That, the witness whose deposition is  
herein before set forth, was duly sworn by me  
and that such deposition is a true record of  
the testimony given by such witness.

I further certify that I am not  
related to any of the parties to this action by  
blood or marriage and that I am in no way  
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have  
hereunto set my hand this 19th day of  
July, 2021.



JUDEEN M. DENNISTON



E. SAMUELS

A C K N O W L E D G E M E N T O F D E P O N E N T

STATE OF \_\_\_\_\_)

: ss

COUNTY OF \_\_\_\_\_)

I, EVERALD SAMUELS, hereby certify that I have read the transcript of my testimony taken under oath in my deposition of June 21, 2021; that the transcript is a true, complete and correct record of what was asked, answered and said during this deposition, and that the answers on the record as given by me are true and correct.

\_\_\_\_\_  
EVERALD SAMUELS

SUBSCRIBED AND SWORN BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Page 112



June 21, 2021

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Page 113

1 I, EVERALD SAMUELS, have read the foregoing  
2 deposition and hereby affix my signature that same is  
3 true and correct, except as noted above.  
4 Signed under penalty of perjury this \_\_\_\_ day of  
5 \_\_\_\_\_, 20\_\_.

6 \_\_\_\_\_  
7 EVERALD SAMUELS

8  
9 (If notary is requested use the following.)

10 STATE OF \_\_\_\_\_)  
11 COUNTY OF \_\_\_\_\_)

12 Before me \_\_\_\_\_ on this day  
13 personally appeared EVERALD SAMUELS, known to me  
14 (or proved to me under oath or through \_\_\_\_\_  
15 (description of identity card or other document) to be  
16 the person whose name is subscribed to the foregoing  
17 instrument and acknowledged to me that he executed the  
18 same for the purposes and consideration therein  
19 expressed.

20 (Seal) Given under my hand and seal of office  
21 this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
22  
23  
24  
25

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_

[&amp; - 99]

<b>&amp;</b>	<b>184</b> 75:8 76:14	<b>225</b> 45:3	<b>5</b>
<b>&amp;</b> 2:4,13	<b>19</b> 72:12 111:20	<b>23</b> 65:18 111:24	<b>5</b> 78:12,18 99:16
<b>0</b>	<b>195-12</b> 4:22	<b>24</b> 64:14,20 65:18	99:20 111:5,14
<b>00confirmed</b>	<b>19th</b> 110:20	66:15 70:7,9,17	<b>50</b> 91:10
61:12	<b>2</b>	111:25	<b>500</b> 89:11,13
<b>05</b> 16:3	<b>2</b> 57:18,21 92:7	<b>244.69.</b> 83:21	<b>53202</b> 2:15
<b>06296</b> 1:8 5:7	111:2,10	<b>25</b> 77:16 111:25	<b>55</b> 7:11 11:24
<b>1</b>	<b>20</b> 68:21 69:3	<b>25.39.</b> 66:15	<b>57</b> 111:10
<b>1</b> 34:7 111:1,8	70:17 72:21	<b>2500</b> 77:13,21	<b>5:30</b> 4:4
113:2,2	111:21 114:4	<b>28</b> 75:5	<b>5:33</b> 1:14
<b>10</b> 54:11 65:17,19	<b>2000</b> 13:17,18	<b>29</b> 59:13 70:4	<b>6</b>
107:20 111:10	<b>2003</b> 15:10,10	77:10	<b>6</b> 111:6
<b>10-99</b> 14:4,6 29:9	<b>2004</b> 16:3	<b>3</b>	<b>6/23-6/29</b> 59:15
29:10	<b>2006</b> 103:16	<b>3</b> 12:6 59:12 81:6	<b>60</b> 47:23 67:24
<b>100</b> 77:22 78:2,3	<b>2008</b> 17:3 103:17	81:9 82:3 85:2	<b>6:17</b> 1:8 5:7
<b>100th</b> 4:22	<b>2011</b> 17:12,23	111:3,11	<b>6:29</b> 54:15
<b>104</b> 72:25 73:14	<b>2012</b> 18:23	<b>30</b> 78:20 90:14	<b>6:42</b> 54:22
<b>107</b> 99:17	<b>2013</b> 19:13,14	<b>31</b> 2:6	<b>7</b>
<b>1099</b> 92:9,10 93:20	21:20 22:3,8,15	<b>32</b> 78:8	<b>7</b> 111:7
93:23	24:20 27:4,10	<b>33</b> 82:13	<b>74</b> 2:5
<b>1099s</b> 92:12	35:2 59:13 64:14	<b>330</b> 2:14	<b>7:29</b> 96:13
<b>11</b> 64:13 111:11	66:15 103:13,14	<b>3305</b> 110:23	<b>7:31</b> 96:15
<b>11/14/2015</b> 82:7	<b>2014</b> 19:9 34:24	<b>34</b> 82:19 88:22	<b>7:37</b> 102:14
<b>110</b> 35:3,16	35:2	111:9	<b>7:49</b> 102:19
<b>11798</b> 7:13 11:25	<b>2015</b> 28:21 34:21	<b>35</b> 67:23,25 89:4	<b>7:56</b> 109:4,12
12:7	34:22 103:15,16	<b>384</b> 64:18 66:10	<b>8</b>
<b>12</b> 111:13	103:17,21	<b>3pd</b> 17:4,6,8,11,14	<b>8</b> 111:8
<b>120</b> 34:25 36:10	<b>2016</b> 28:21 34:21	17:24 18:8	<b>80,000</b> 108:5
<b>13</b> 65:17 111:14	34:23,24	<b>4</b>	<b>81</b> 111:12
<b>130</b> 34:21 37:8	<b>2017</b> 45:19	<b>4</b> 88:3,8 111:4,4,13	<b>827</b> 2:14
<b>14</b> 81:12 111:15	<b>2018</b> 22:11,18,19	<b>40</b> 66:4,6,11	<b>88</b> 111:13
<b>14001</b> 2:7	23:25	<b>43</b> 83:18	<b>9</b>
<b>15</b> 11:19 65:8	<b>2021</b> 1:13 4:5	<b>450</b> 83:3,5	<b>9</b> 111:9
111:16	110:21 112:10,21	<b>4637254</b> 1:23	<b>9/20/2014</b> 88:16
<b>150</b> 34:23 38:14	113:3	<b>465</b> 91:13	90:9
<b>16</b> 64:16 65:22	<b>21</b> 1:13 4:4 74:19	<b>48</b> 67:3 89:20	<b>99</b> 111:15
66:10 111:17	111:22 112:10	<b>49</b> 67:3	
<b>17</b> 12:10 111:18	113:3		
<b>18</b> 65:3 111:19	<b>22</b> 111:23		
	<b>221044</b> 84:8		

## [aa - based]

a			
<b>aa</b> 14:25 <b>ability</b> 10:8 <b>able</b> 10:5 31:10 34:14 65:14 71:12 76:22 81:13 98:9 99:22 103:5 <b>access</b> 92:20 <b>account</b> 55:5,9,13 56:12 57:6,14 97:2,16 <b>accountant</b> 92:21 92:23,24 93:4,12 94:4 <b>accounts</b> 23:5 25:11 <b>accuracy</b> 61:19 <b>accurate</b> 8:7 26:18 40:18 42:6 66:7 87:24 105:7 <b>accurately</b> 35:3 <b>acknowledged</b> 114:14 <b>action</b> 5:14 110:16 <b>active</b> 23:11 <b>actual</b> 68:4 <b>adam</b> 108:17 <b>add</b> 66:2 <b>additional</b> 52:2 66:11 <b>address</b> 7:9 11:23 12:3,9 <b>adjuster</b> 86:20 <b>administer</b> 3:17 <b>administration</b> 41:9,13,17 78:11 <b>administrative</b> 78:8 <b>advertise</b> 94:22 <b>advice</b> 20:22	<b>affiliated</b> 19:5 <b>affiliations</b> 5:19 <b>affirmative</b> 8:24 8:25 <b>affix</b> 114:1 <b>afternoon</b> 4:3 7:19 <b>ago</b> 94:6 107:20 108:9 <b>agree</b> 4:16 <b>agreed</b> 3:4,10,15 83:16 <b>agreement</b> 35:15 99:25 100:5 111:15 <b>ahead</b> 19:12 69:20 91:20 <b>akron</b> 2:7 <b>al</b> 5:2 <b>alba</b> 2:8 6:6,6 19:10 24:11 54:12 108:25 <b>allow</b> 24:12 95:5 <b>allowed</b> 95:2,4 <b>america</b> 18:11,15 18:19 27:14 <b>amount</b> 28:16 29:14 30:2 35:24 43:25 66:17 67:8 69:8 77:19 78:5 80:14 83:3,8 89:17 <b>andre</b> 52:25 61:6 76:13 105:9 106:7 <b>andrew</b> 2:16 5:25 <b>andy</b> 7:21 <b>answer</b> 8:14 9:2 9:10,19 19:12 23:21 24:14 103:12 <b>answered</b> 112:12	<b>answering</b> 8:12 <b>answers</b> 112:14 <b>anymore</b> 20:9 <b>apart</b> 46:5 69:23 <b>apologize</b> 72:21 81:16 <b>appear</b> 79:12,13 85:18 <b>appearance</b> 5:22 <b>appearances</b> 5:18 <b>appeared</b> 114:12 <b>appears</b> 10:12 36:20 64:17 66:22 68:20 <b>appliance</b> 48:12 49:3 78:24 <b>appliances</b> 16:5,6 16:17 23:4 25:5 54:4 <b>applied</b> 85:11 <b>appreciate</b> 108:23 <b>approach</b> 43:12 <b>appropriate</b> 85:12 <b>approved</b> 62:21 <b>approximate</b> 43:4 105:22 <b>april</b> 19:13 24:20 <b>arrangement</b> 46:11 <b>asked</b> 30:8 47:6 91:21 112:12 <b>asking</b> 9:11 <b>assemble</b> 46:2 <b>assembled</b> 45:24 <b>assistant</b> 106:24 107:2,6 <b>associate's</b> 12:23 <b>attempt</b> 46:10 47:14 68:6,19 <b>attempted</b> 47:11	<b>attend</b> 12:14 <b>attendant</b> 101:13 <b>attention</b> 72:10 <b>attorney</b> 5:24 11:10,12 <b>attorneys</b> 3:5 108:19 <b>audio</b> 4:13,13 <b>authority</b> 25:7 41:23,25 57:14 <b>authorized</b> 3:17 75:16,20 76:6 95:7 <b>available</b> 43:25 52:12 <b>avenue</b> 2:14 4:22 <b>awkward</b> 8:11
			<b>b</b>
			<b>b</b> 111:6 <b>back</b> 46:25 47:6 47:17 54:23 61:10 65:2,13,15,20 66:2 68:13,15,17,21 69:2,4 71:19,23 72:2 76:23 78:20 78:25 79:18,21 91:17,23 96:16 99:6 102:19,25 <b>backs</b> 63:3 65:2,23 66:5,7,11,12 70:17 <b>balance</b> 30:20 <b>bank</b> 55:5,9,13 56:12 57:6 96:25 97:16 <b>bankrupt</b> 15:14 <b>bankruptcy</b> 24:5 <b>based</b> 18:18 43:12 43:24 49:20 56:2 60:17 63:21 67:9 83:7 89:16

**[basement - community]**

<b>basement</b> 108:2,3 <b>basic</b> 35:19 <b>basically</b> 17:17 26:9 67:2 69:14 71:8 74:5 77:12 77:13 78:18 100:15,17,19 <b>basis</b> 52:3 <b>bates</b> 57:24 81:12 81:17,18 88:4 <b>began</b> 28:10,22 <b>beginning</b> 5:23 19:13 54:21 72:12 <b>behalf</b> 2:3,12 6:2 <b>believe</b> 89:7 <b>best</b> 8:11 9:21 23:7 <b>beyond</b> 56:19 69:15 <b>bills</b> 56:5,10,13,19 56:20,22 <b>binary</b> 41:18 <b>bit</b> 8:11 22:14 39:12 49:10 52:14 105:9 <b>biweekly</b> 59:8,8 59:10 <b>blah</b> 71:23,23,23 <b>blood</b> 110:17 <b>blue</b> 76:4 <b>board</b> 80:15 <b>bond</b> 77:11,12,20 <b>bookkeeping</b> 94:10 <b>borrowed</b> 91:16 <b>bottom</b> 34:13,17 72:11 <b>bought</b> 17:3 104:6 <b>box</b> 2:6 99:9 <b>break</b> 9:17,18,20 22:13 54:11	<b>breaks</b> 9:21 53:20 <b>brehm</b> 2:16 5:25 5:25 7:18 54:24 102:21 111:4 <b>briefly</b> 35:6 <b>brim</b> 7:21 <b>bring</b> 39:16 40:4 46:5 63:8 69:23 79:20 <b>bringing</b> 69:22 <b>broke</b> 46:2 52:6 84:3 <b>brought</b> 35:10 <b>bruce</b> 106:2 <b>buffalo</b> 32:20 <b>business</b> 13:5 20:6 20:13,17 21:5,8 43:11 53:7 57:6 57:14 87:23 93:18 95:22 96:2,3,22,24 97:12 <b>busy</b> 30:19 31:20 <b>buy</b> 23:7	<b>carriers</b> 74:2 <b>case</b> 1:8 5:6 7:23 77:14 78:23 108:20 <b>category</b> 67:12 69:12 75:5 78:21 89:23 91:11 <b>caused</b> 98:4 <b>cc</b> 52:11 106:14 <b>cease</b> 42:2 <b>cell</b> 4:10 53:10,13 <b>cellular</b> 4:8 <b>centralized</b> 13:4 <b>certain</b> 30:15 67:22 <b>certification</b> 3:7 <b>certify</b> 110:10,15 112:8 <b>cesar</b> 34:20 36:21 36:25 37:18 38:9 38:20 <b>change</b> 43:6,11 60:6 113:4 <b>changes</b> 113:1 <b>charge</b> 77:8 80:10 87:15 94:15,18 98:11 <b>charged</b> 51:20 <b>charges</b> 51:23 <b>charging</b> 51:11,12 <b>cheaper</b> 20:21 51:12 <b>check</b> 55:19,21 61:19 100:18 <b>choose</b> 51:17 83:14 86:15 <b>choosing</b> 83:11 <b>chose</b> 51:8 80:23 <b>chris</b> 106:13 <b>citation</b> 90:3,5,8 90:17,19,25 91:5,8	<b>citations</b> 89:21 <b>claim</b> 78:21 79:4 79:18 80:2,3,9 83:19,24 84:7,17 84:22 85:4,23 86:5,8,23 87:20 98:4 <b>claimed</b> 84:12 <b>claims</b> 77:17 80:18 81:2 85:11,17 86:14 87:7,9 <b>clarify</b> 64:12 <b>classes</b> 13:5,9 <b>clear</b> 40:5 <b>cleared</b> 37:7 40:11 <b>close</b> 10:19 24:2 <b>closed</b> 15:10,12 22:11,17 23:16,25 42:2 48:18 105:5 <b>code</b> 65:9 68:15,17 <b>collar</b> 76:5 <b>college</b> 12:13,15 12:16 <b>color</b> 76:4 <b>column</b> 65:25 66:13,14 67:11 69:11,11 <b>come</b> 39:13 42:16 65:13 79:22 97:15 <b>comes</b> 26:11 39:5 42:12,14 64:20 71:15,23 72:2 86:8 <b>commission</b> 112:25 <b>communicate</b> 106:22 107:12 <b>communications</b> 107:18 <b>community</b> 12:16
	<b>c</b> <b>c</b> 2:2 110:2,2 112:2 <b>caesar</b> 85:7 <b>calculated</b> 66:20 <b>call</b> 11:14,15,17 46:22 49:18 65:9 71:5 107:14 <b>callbacks</b> 62:9 <b>called</b> 46:24 68:16 69:12 75:6 <b>calls</b> 65:12 84:2 <b>card</b> 55:23 114:13 <b>care</b> 108:10 <b>carrier</b> 20:2 25:7 41:8,12,16,23,25 75:16,20 76:6 95:8		

**[comp - day]**

<b>comp</b> 49:23 50:4 72:22 73:3,5,6,7 73:12 74:3,5,6,9 74:15 97:8 <b>companies</b> 26:3 42:25 63:15 104:25 <b>company</b> 14:2 15:9,13 16:14 18:10 19:17,18,20 19:21 20:6,19 21:15,18,21 22:4 22:10,12,20 24:22 25:20 26:10 29:11 30:3 33:14 37:3 42:2 45:6,9,12,15 47:21,24 48:17,23 52:16 54:7 55:5 64:6 77:15 90:14 93:10 108:6 <b>compensation</b> 73:18 <b>complete</b> 68:18 112:11 <b>completed</b> 12:20 64:15 67:9 70:2 <b>compliance</b> 75:18 <b>computer</b> 12:18 <b>computers</b> 53:25 <b>concluded</b> 109:12 <b>concludes</b> 109:5 <b>conducting</b> 10:11 <b>confirm</b> 64:2 66:2 68:13 <b>confirmed</b> 65:23 68:17 69:16,17 <b>connecticut</b> 17:25 18:4,20,21 <b>connection</b> 7:23 <b>consider</b> 25:19 33:10	<b>consideration</b> 114:14 <b>considered</b> 50:4 <b>consistent</b> 57:6 78:16 <b>contact</b> 99:12 <b>continue</b> 4:14 15:15 17:7 <b>continued</b> 54:24 102:21 <b>contract</b> 15:18,25 16:15,25 17:8,10 17:13 24:8,23 25:16 26:2,5,10,10 26:13 27:9,12 28:13 29:9 40:19 45:5,18,20 46:20 47:21,22 48:14 49:12 51:13 53:4 63:11 64:5 70:15 95:21,25 96:21 100:4,7,11 101:3,5 101:17 104:15,18 104:22,25 105:6 106:8,16 107:5 108:7 <b>contracted</b> 14:17 26:16 27:19 40:14 48:18 <b>contracting</b> 26:20 27:3 28:10,23 29:6 <b>contractor</b> 47:10 74:19 93:7 99:25 100:5 101:11 111:14 <b>contractors</b> 29:2 30:3 <b>conversations</b> 4:8 <b>copies</b> 58:20,23	<b>copy</b> 57:23 <b>correct</b> 10:2,13,22 19:9 21:2 22:15 24:9 29:12 35:16 36:10,21 37:9 38:2,14 47:7,18 51:3 55:2 56:24 57:3 59:17 60:22 62:11 63:23 64:10 64:18 65:23 66:23 68:22 70:5 74:23 75:3,9 78:6 82:4,7 82:17 83:3,13,22 87:20 88:13,16,19 89:2,5,11,18 90:22 92:15 95:22 96:2 96:18 97:20 99:25 101:22 102:3,23 103:25 104:13 105:11 106:11 112:12,15 114:2 <b>correctly</b> 101:14 103:18 <b>corresponds</b> 84:15 <b>cost</b> 60:9,12 <b>costs</b> 101:12 <b>cott</b> 106:12,13 <b>cotton</b> 95:15 <b>could've</b> 40:9 <b>counsel</b> 4:25 5:17 7:21 <b>counsel's</b> 6:8 <b>count</b> 61:9 <b>counting</b> 70:20 <b>county</b> 12:16 110:6 112:6 114:10 <b>couple</b> 40:7 64:12 72:20 <b>course</b> 12:19 13:6 65:11	<b>courses</b> 13:7 <b>coursework</b> 13:9 <b>court</b> 1:2 3:19 5:5 5:11 6:12,14 7:2,8 7:14 8:5,22 <b>cover</b> 73:17,21 77:17 80:19 <b>coverage</b> 74:17 <b>create</b> 20:11 <b>created</b> 23:13 <b>credits</b> 12:21 <b>crosstalk</b> 47:8 <b>current</b> 11:23 <b>currently</b> 58:5 <b>customer</b> 65:12 68:18 69:16,16 71:3,5,6 84:2,12 84:18,18 <b>customer's</b> 65:7 <b>cut</b> 99:7 <b>cv</b> 1:8 5:7
			<b>d</b>
			<b>d</b> 6:22 28:8 111:2 112:2,2 <b>damage</b> 78:24 79:15,19 83:19,24 84:4,7,13,22 85:4 85:11,14,18,21,23 86:23 87:6,14,20 98:4 107:25 <b>damages</b> 77:17 <b>date</b> 1:13 34:8 57:22 65:22 66:14 81:10 88:9,15 98:8 99:21 <b>dated</b> 64:14 <b>david</b> 2:21 5:8 <b>day</b> 22:7,9 34:21 34:23,25 35:3,16 35:21,21,24 36:10 37:9 38:14 39:10

**[day - driver]**

39:12 42:14 44:10 44:13,15,20,21 52:7 57:3 59:23 59:25 60:5 62:9 64:15,16 65:11 66:10,22 82:10 98:10 110:20 112:21 114:3,11 114:16 <b>days</b> 32:17,18 40:22 43:21 47:23 60:3,18,20 90:14 94:13 <b>deal</b> 105:24,24,25 <b>debate</b> 45:21 <b>deceive</b> 9:7 <b>december</b> 19:9 24:3 <b>decent</b> 102:5 <b>decide</b> 19:23 26:5 44:4,6,6,13 <b>decision</b> 31:8 36:16 37:5 51:6 <b>decrease</b> 35:24 <b>deduct</b> 77:3 87:6,9 87:23 90:6 93:18 <b>deducted</b> 50:2,14 51:9 76:14 77:22 79:6 80:23 83:12 85:15,24 90:21 91:5,23 104:11 <b>deductible</b> 80:22 <b>deducting</b> 91:17 <b>deduction</b> 73:11 74:22 75:8 82:22 86:23 89:5,13,23 92:3 <b>deductions</b> 72:16 82:16 88:25 <b>deemed</b> 34:3 57:18 88:3 99:15	103:2 <b>deeming</b> 81:5 <b>defendant</b> 1:11 2:12 4:25 6:2 7:22 <b>defendant's</b> 33:23 <b>deliver</b> 25:22 42:16 47:9 <b>delivered</b> 18:7 42:6 <b>deliveries</b> 13:21 25:3,4,18 41:4 42:4 44:23 45:8 45:14 48:12 106:23 <b>delivering</b> 16:6 <b>delivery</b> 15:16 16:16 18:11,15,19 19:6,8,15,24 20:23 20:25 21:4,7,12,22 21:25 22:5 23:17 24:4,7,22 25:2,6 25:17,22 26:2,21 27:14,18 28:4,13 28:22 29:7 33:11 35:9 36:4 37:25 38:22 39:14 40:13 40:19 41:3,11,22 42:15,24,25 44:2 45:4,17 47:20 48:2,13,17 49:2,3 49:11,21,25 50:10 50:13 51:22,25 53:3,6,9,18,24 55:4,7,12,16 56:12 57:9 58:10,10,13 58:14,17 59:3 63:17 68:18 70:20 70:25 72:13,17 73:10,19 74:13,16 79:3 82:2,13 86:2 86:12 87:3,19	88:12,22 89:8 92:8,15,25 93:17 94:9,21 95:20,24 96:20,25 97:13,16 98:9,15,19 100:3 101:20,25 103:21 104:8,12,16,20,24 105:2,5 107:21 108:13 <b>denniston</b> 1:18 5:12 110:8,24 <b>dent</b> 78:25 <b>departed</b> 36:7 <b>depends</b> 30:18 31:19 66:24 80:5 80:8 <b>deposited</b> 55:8,12 77:24 <b>deposition</b> 1:16 3:16 4:13,17,21,24 6:10 7:24 10:11 10:22 11:4,7,13,21 103:8 109:10 110:11,13 112:10 112:13 113:1 114:1 <b>depot</b> 48:12 <b>describe</b> 68:12 <b>description</b> 111:7 111:18,22 114:13 <b>determine</b> 20:11 46:19 52:15 56:6 98:6 <b>determined</b> 67:14 67:15,24 68:24 70:10,24 71:2 <b>determines</b> 68:25 <b>died</b> 96:8 <b>diesel</b> 97:14 <b>different</b> 16:13,14 33:8,15 78:17	<b>direct</b> 72:10 90:5 <b>directly</b> 49:22 51:2,9,24 67:9 75:2 79:10 104:9 <b>dirty</b> 76:19,24 <b>discuss</b> 26:12 <b>distributions</b> 56:16 <b>district</b> 1:2,3 5:5,6 <b>dmv</b> 89:20 90:2 91:5 <b>dock</b> 27:7 45:25 <b>document</b> 33:21 33:22,25 34:6,9,14 57:20 58:3,9 59:22 63:16,25 81:8,14 84:20 88:7,10 99:16,19 99:22 111:10,12 111:13 114:13 <b>documents</b> 11:6 94:10 <b>dodge</b> 52:11 <b>doing</b> 7:20 14:13 14:14,15 19:19 20:14 <b>dollies</b> 54:5 <b>dot</b> 25:9 <b>double</b> 46:4 <b>doubt</b> 32:21 90:10 91:2 <b>draws</b> 56:15 <b>drive</b> 7:12 11:24 38:6,18,20 39:20 60:8 <b>driver</b> 13:23 17:21 29:21,22 34:22 37:21 38:4 39:18 40:20 41:5 59:17 59:20,22,25 60:19 60:25 62:12,16,19
--	---	--	---



**[driver - first]**

64:5,9 80:3,11 82:3,9 84:21 85:2 85:3,12,24,25 86:7 88:18 90:17,25 91:7 98:3,10,11 <b>drivers</b> 17:19 29:20 38:23 40:12 62:21 77:6 97:19 <b>driving</b> 13:13 31:6 60:5,14 <b>drop</b> 81:3 <b>dryer</b> 39:14 <b>duly</b> 6:23 110:12	82:1 83:1 84:1 85:1 86:1 87:1 88:1 89:1 90:1 91:1 92:1 93:1 94:1 95:1 96:1 97:1 98:1 99:1 100:1 101:1 102:1 103:1 104:1 105:1 106:1 107:1 108:1 109:1 110:1,2,2 111:1,2,6,9 112:1 112:2,2,2,2,2 <b>earlier</b> 92:14 97:18 103:8 105:10 <b>early</b> 45:19 <b>earpiece</b> 96:8 <b>ears</b> 96:10 <b>education</b> 12:12 13:6 <b>educational</b> 13:8 <b>effect</b> 3:18 <b>eight</b> 14:11 86:8 <b>eighth</b> 39:12 <b>either</b> 59:8 95:6 107:8 <b>electronic</b> 57:23 <b>email</b> 10:19 107:15 <b>employee</b> 13:25 <b>employees</b> 15:4,6 17:14 18:16 28:24 29:8,12 <b>encompasses</b> 66:6 <b>ends</b> 90:8 <b>entering</b> 100:4 101:17 <b>entire</b> 106:7,16 107:4 <b>entity</b> 20:4	<b>equipment</b> 53:7 54:3 97:14 105:2 <b>esq</b> 2:8,16 <b>et</b> 5:2 <b>evening</b> 6:18 9:22 <b>eventually</b> 81:3 <b>everald</b> 1:16 4:21 7:7 24:12 33:23 59:17 82:4 84:23 85:2 90:18 109:6 109:11 112:8,18 113:2 114:1,6,12 <b>ex</b> 36:15 92:23,24 <b>examination</b> 7:17 111:3 <b>examined</b> 6:24 <b>excel</b> 57:24 81:11 88:4 111:10,12,13 <b>exchange</b> 46:3,7 <b>executed</b> 24:8 114:14 <b>executing</b> 24:23 <b>exhibit</b> 34:3,7 57:18,21 81:5,9 88:3,8 99:15,20 103:2 111:7,8,10 111:11,13,14 <b>expense</b> 87:23 <b>expenses</b> 57:11 93:18 95:22 96:2 96:3,22,24 97:12 101:9,22 <b>expires</b> 112:25 <b>explain</b> 65:5 <b>expressed</b> 114:15 <b>extra</b> 65:3,19 69:25 <b>eyes</b> 39:17	<b>f</b> <b>f</b> 110:2 112:2 <b>facilitate</b> 102:8 <b>facilitated</b> 73:8 <b>fair</b> 50:3 66:9 86:22 102:10 <b>familiar</b> 40:8 41:7 <b>farm</b> 49:14,15 51:4 75:2 <b>feary</b> 2:13 <b>february</b> 19:13 <b>federal</b> 41:8,12,16 <b>fee</b> 78:9 <b>fell</b> 79:25 <b>fewer</b> 43:8 <b>fgo</b> 47:25 48:19,20 48:22 49:2 104:22 105:2,6 <b>figure</b> 70:9 <b>figured</b> 32:18 <b>file</b> 24:4 74:3 87:3 93:9 <b>filed</b> 5:4 15:14 92:15 <b>filing</b> 3:6 74:4 <b>filings</b> 41:15,20 92:25 <b>fill</b> 36:6 <b>financial</b> 21:14 23:23 45:21 46:11 94:10 <b>financially</b> 5:15 <b>find</b> 35:12 36:14 36:24 38:11 49:15 <b>finish</b> 8:12,14 61:22 <b>finished</b> 71:10 <b>firm</b> 5:9,12 <b>first</b> 6:23 7:15 8:4 12:22 27:18 33:24 35:8 46:2 50:11
<b>e</b>			
<b>e</b> 1:1 2:1,2,2,14 3:1 4:1 5:1 6:1,22,22 6:22 7:1 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1,8 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1			



[first - helper]

50:24 106:13 107:10 111:8 <b>five</b> 12:21 103:13 <b>floor</b> 84:3 <b>fluctuates</b> 43:9 <b>follow</b> 102:9 <b>following</b> 47:21 114:8 <b>follows</b> 6:25 <b>force</b> 3:18 <b>forced</b> 9:17 <b>foregoing</b> 114:1 114:13 <b>foremost</b> 8:4 <b>forever</b> 106:3 <b>form</b> 3:11 19:11 19:15,23 24:11 80:4 92:8 <b>formed</b> 19:8 20:25 22:10 24:21 <b>forming</b> 20:18,23 <b>forms</b> 93:20,24 <b>forth</b> 110:12 <b>four</b> 33:21 34:14 71:17 <b>fourth</b> 59:16 <b>fpg</b> 1:8 5:7 <b>free</b> 46:3,9 <b>freeways</b> 68:2 <b>fridge</b> 78:24 79:21 79:24 87:14,16 <b>friedman</b> 2:4 6:7 <b>front</b> 44:24 99:5 <b>fuel</b> 66:14,18 67:8 <b>fulfilling</b> 104:17 104:21 <b>furniture</b> 13:20 14:17 15:3,13,19 16:2 <b>further</b> 3:10,15 110:15	<b>g</b> <b>g</b> 67:11 112:2 <b>garvin</b> 2:13 <b>general</b> 52:21 53:2 61:7 105:10 <b>generated</b> 55:12 <b>georgia</b> 36:18 <b>getting</b> 12:22 72:7 72:8 <b>give</b> 6:17 44:11 49:19 65:8,9 69:25 70:16 71:7 71:9 76:19 77:3 80:4 98:8 100:17 100:17,23 <b>given</b> 10:24 28:17 29:16 35:20,24 86:25 90:15 92:4 109:6 110:14 112:14 114:15 <b>glad</b> 46:18 68:10 <b>gm</b> 52:17,20 61:5 71:21 75:21 76:11 76:12 95:13 <b>go</b> 4:16 8:3 9:20 14:12 19:11 30:9 30:20,22 31:14,21 31:22 32:2,11 33:8,9,12,15 39:15 46:3,4,22,25 47:6 52:19 54:10 60:2 62:7,17,22 63:3 64:2 65:2,2,14,20 65:22 66:2,4,7,11 66:12 68:13,21 69:4,20,22 70:17 71:19,21 79:23 83:25 88:21 91:20 96:11 102:12,25 106:14	<b>goal</b> 9:5 <b>goes</b> 52:8 60:10 <b>going</b> 4:3 8:2,15 31:17,25 32:15 33:18 34:12 42:13 44:13 54:9,15 57:16 62:19 69:11 69:14 74:19 76:24 77:2 78:20 80:10 81:3,4 83:18 84:24 96:14 99:14 102:7,14 <b>good</b> 4:2 7:19 44:12 54:13 76:2 <b>gpd</b> 17:5 <b>graduate</b> 12:24 <b>gross</b> 78:19 <b>ground</b> 8:3 9:16 <b>gts</b> 16:18,19 17:2 <b>guess</b> 9:12 81:25 <b>guy</b> 17:17,17 30:5 37:3,7 39:5,6 40:4 46:7 60:10 <b>guy's</b> 107:10 <b>guys</b> 17:18 26:11 31:14,21 40:15 49:18 94:13,16,19	<b>hda</b> 27:14 <b>hdl</b> 24:23 25:16,17 25:25 26:6,16,20 26:22,25 27:6,19 28:10,13,23 29:7 30:7 32:20,25 33:15 34:19 37:7 40:5,14,20 41:4 42:5 43:10 44:17 45:5,18 46:20 47:22 49:12,17,19 49:24 51:14 52:21 53:15 55:8 57:25 58:18 63:11 66:17 67:8,20 69:9 73:8 74:12 75:15,24 77:18 80:4,9 81:13,18 83:15 84:10,11,16 88:5 90:5 91:17 95:6 95:17,21,25 96:21 97:6 99:12 100:5 101:17 102:4,8 103:22 104:16 105:13,14,24 106:8,17 107:5 108:7 111:10,12 111:13 <b>hdl's</b> 30:7 <b>hdlk00099</b> 99:17 <b>hdls</b> 111:8 <b>head</b> 8:23 <b>hear</b> 10:15 80:6 96:4 <b>heard</b> 27:6 33:3 <b>held</b> 1:16 4:18 <b>help</b> 8:3 33:9 39:6 54:3 59:11 71:4 102:5,6 <b>helper</b> 13:24 15:5 15:7,23 29:10,20
	<b>h</b> <b>h</b> 66:13 111:6 <b>half</b> 45:24 67:3 72:11 80:20 94:6 <b>hand</b> 6:15 7:3 54:5 110:20 114:15 <b>handle</b> 31:10 <b>hanson</b> 2:13 <b>happened</b> 17:23 32:7 46:23 79:2 86:11 <b>happens</b> 8:8 77:15 <b>haul</b> 52:11		

## [helper - l]

34:20,23,25 35:8 35:13 36:3,21,23 39:21,21 62:20 63:18 64:9,11 98:3,12 <b>helpers</b> 17:19,20 29:21 38:23 39:23 39:24 40:13 62:21 64:4 74:2 77:6 97:19 <b>hereunto</b> 110:20 <b>hey</b> 65:12 <b>high</b> 12:24 13:4 <b>higher</b> 31:23 68:7 72:5,6 <b>highest</b> 12:11 <b>hino</b> 82:23,25 103:14 <b>hire</b> 29:7,9 36:16 37:5 <b>hired</b> 63:23 <b>hit</b> 90:14 <b>hmm</b> 8:24 <b>hold</b> 77:13,17 <b>hollis</b> 4:23 <b>home</b> 18:11,15,19 27:14 32:16 46:22 48:12 58:10,13 65:7,17 69:2 72:12 82:13 83:19 83:24 84:4,5,7 85:3,11,14,20,23 86:23 87:6 88:22 <b>homedeliverylink</b> 1:10 5:3 6:3 7:22 19:22 24:9 <b>honest</b> 91:9 108:8 <b>honestly</b> 20:20 <b>hour</b> 54:9 <b>hours</b> 45:24	<b>house</b> 62:22,23 83:25 <b>houses</b> 77:2 <b>how'd</b> 93:6 <b>hub</b> 42:11 <b>hugh</b> 34:24 36:5,6 36:10,14 37:11,21 38:18 <b>huh</b> 8:25 53:8 <b>i</b> <b>idea</b> 25:21 <b>identification</b> 34:7 57:21 81:9 88:8 99:20 <b>identity</b> 114:13 <b>immediately</b> 27:13 <b>impact</b> 10:8 <b>inaccurate</b> 62:2,25 <b>inaudible</b> 61:11 <b>incident</b> 84:19 <b>income</b> 55:11 <b>incorporated</b> 20:4 20:5,19 <b>incorrect</b> 62:16 <b>incurred</b> 90:25 <b>independent</b> 99:25 100:5 111:14 <b>individuals</b> 35:7 107:13,19 <b>industry</b> 13:10,16 18:4 19:5 <b>innervelt</b> 25:20,21 <b>input</b> 60:25 <b>inserts</b> 111:22 <b>installation</b> 23:2,3 <b>instance</b> 85:22 <b>instances</b> 41:3 61:21,25 62:6 72:4 91:5 97:11 <b>instrument</b> 114:14	<b>insurance</b> 41:18 49:18,22 50:2,5,8 50:14,17,23 51:2,9 51:11 56:22 72:22 73:3,4,7,17 74:15 74:20 75:2 80:18 80:19 81:2 86:15 86:18 97:8 108:4 108:10 <b>insure</b> 49:13 <b>insurer</b> 49:16 <b>interest</b> 21:15 <b>interested</b> 5:15 110:18 <b>interests</b> 22:4 <b>interfere</b> 4:12 <b>interference</b> 4:9 <b>international</b> 103:16,17 <b>interrogatories</b> 33:24 103:7 111:9 <b>interrogatory</b> 103:12 <b>inventory</b> 42:19 <b>involve</b> 13:21 <b>iphone</b> 10:13,18 <b>items</b> 64:13 <b>j</b> <b>jackson</b> 34:24 36:5,6,10,14 37:12 37:22 38:18 <b>jared</b> 85:6 <b>javel</b> 34:22 37:24 38:11,13 <b>jerry</b> 34:20 36:21 36:24 37:18 38:8 38:20 <b>jersey</b> 32:23 <b>job</b> 1:23 13:18 19:4 21:24 26:12 46:16,18 68:11	100:21 113:25 <b>judeen</b> 1:17 5:11 8:5 110:8,24 <b>july</b> 110:21 <b>june</b> 1:13 4:4 59:13 64:14 66:14 70:4 112:10 113:3 <b>k</b> <b>k</b> 112:2 <b>k002873</b> 81:18 111:12 <b>k003132</b> 57:25 111:10 <b>k003195</b> 81:13 88:5 111:13 <b>keep</b> 8:7 42:11,17 43:19 48:7 87:16 102:6 <b>kept</b> 87:11 <b>kilbourn</b> 2:14 <b>kind</b> 100:12 106:5 <b>kloppel</b> 1:5 5:2 108:15 <b>knew</b> 35:14 45:25 106:6 <b>know</b> 8:9,15 9:6 9:12,13,19 11:10 32:16 50:18 61:17 62:22 63:21 84:14 84:18 90:19 91:15 106:2,12 107:17 108:9,15,17 <b>knowing</b> 63:18 84:6,21 90:7,16 <b>knowledge</b> 63:22 <b>known</b> 114:12 <b>l</b> <b>l</b> 3:2 6:22,22 65:25 112:2
---	--	---	---

## [label - mistake]

<b>label</b> 81:17	<b>load</b> 31:11 42:16	<b>m</b>	<b>meaning</b> 45:23
<b>labeled</b> 57:24	52:8	<b>m</b> 1:17 6:22 28:8	<b>means</b> 46:4,7 65:2
66:14 81:12,18	<b>loading</b> 13:19	69:11 110:8,24	68:14
88:5 99:17	<b>loan</b> 91:13,19,21	112:2	<b>media</b> 4:19 54:16
<b>labor</b> 56:2	91:25	<b>main</b> 2:5	54:21 109:7
<b>lake</b> 7:11 11:24	<b>locate</b> 63:14 84:17	<b>maintain</b> 92:17	<b>medication</b> 10:7
<b>lane</b> 45:3	<b>located</b> 4:22 16:19	94:10	<b>meet</b> 11:9,12
<b>lanes</b> 42:15	99:4	<b>maintenance</b>	<b>member</b> 21:11
<b>lawyer</b> 100:18,23	<b>location</b> 32:20	101:14	<b>memory</b> 107:11
<b>learn</b> 9:5	33:16 42:5 81:25	<b>major</b> 101:3	<b>mendim</b> 83:2,15
<b>lease</b> 14:21 28:2,5	<b>locations</b> 30:7	<b>making</b> 13:21	90:4
82:25 83:10,11	32:25	44:23 94:15,18	<b>mendon</b> 28:6,8,8
89:8 102:5,6	<b>logistics</b> 22:21,22	<b>management</b> 80:4	51:16
103:14	22:25 23:6,10,14	95:11,12	<b>mentioned</b> 8:20
<b>leased</b> 51:19 83:2	48:23,24 104:18	<b>manager</b> 52:21	106:10
90:4 103:13,24	104:22 105:3	53:2 61:7 75:21	<b>merchandise</b>
<b>leases</b> 102:8	<b>logo</b> 94:24	95:13,14 105:11	78:21 79:4,18
<b>leasing</b> 28:6 90:14	<b>logos</b> 98:22,23,24	105:15 106:11,15	80:18 81:2 85:17
<b>leave</b> 77:14	99:4,10	106:24,25 107:2	87:9,11
<b>left</b> 17:24 37:3	<b>long</b> 11:17 12:2,8	<b>manager's</b> 62:19	<b>microphones</b> 4:6
<b>legal</b> 2:21 10:25	14:9 15:8,25	<b>managers</b> 107:6	4:11
100:16	16:25 17:10 18:22	<b>manifest</b> 62:8 63:8	<b>middle</b> 18:23
<b>level</b> 12:11	48:13 50:18 67:4	<b>manifests</b> 63:10	103:11
<b>levitz</b> 15:19 16:2	70:19	<b>manpower</b> 25:17	<b>might've</b> 73:15
<b>liability</b> 50:7	<b>longer</b> 41:24 85:25	<b>march</b> 9:17	<b>mike</b> 1:5 5:2
<b>licenses</b> 98:18	86:9	<b>marked</b> 34:6	108:15
<b>light</b> 2:13	<b>look</b> 59:12 65:25	57:20 58:6 75:16	<b>mile</b> 48:23 67:3,3
<b>line</b> 113:4	71:5 79:25 86:19	81:5,8 88:7 99:19	67:25
<b>link</b> 58:10,13	<b>looked</b> 103:8	103:2	<b>mileage</b> 63:4
72:13 82:14 88:22	<b>looking</b> 37:3 59:21	<b>marriage</b> 110:17	66:25 67:2,6,10,12
<b>list</b> 84:19 98:10	63:16 64:13 84:20	<b>matter</b> 5:2 110:18	67:14 68:3,4,7
<b>listed</b> 35:7 62:13	<b>looks</b> 70:3 79:24	<b>mclaren</b> 35:2,8,12	<b>miles</b> 61:11 67:23
62:16 88:18	89:24	36:7 63:20	67:24
<b>little</b> 8:11 18:2	<b>loses</b> 26:10	<b>mean</b> 14:16 15:12	<b>milwaukee</b> 2:15
19:2 22:13 39:12	<b>losses</b> 77:18	22:6 25:15 42:9	<b>mind</b> 74:11
49:10 52:14 76:24	<b>lot</b> 40:15 62:3 63:3	44:7 45:22 55:20	<b>mine</b> 50:19
105:9	94:6 100:14	59:19 61:15 67:18	<b>minute</b> 54:11 94:8
<b>live</b> 12:5 17:25	<b>loud</b> 96:9	73:23 81:24 87:13	<b>minutes</b> 11:19
<b>llc</b> 19:20,24 20:5	<b>low</b> 96:10	91:16,21 94:3	39:17 65:8
20:11,18,20 22:23	<b>lowe's</b> 49:3	97:4 100:13	<b>mistake</b> 60:9
23:6,10,14			

[mjp - page]

<b>mjp</b> 1:8 5:7 <b>mm</b> 8:24 <b>monday</b> 60:21 79:21,22 <b>money</b> 32:10 55:22 56:11 57:5 91:16,23 <b>month</b> 80:13 90:11 <b>months</b> 14:11 85:18 86:9,9,19 <b>morning</b> 42:13,14 62:18 <b>mortgage</b> 56:21 <b>motor</b> 25:7 41:8 41:12,16,23,25 <b>move</b> 54:3 65:10 68:15 <b>moved</b> 63:13 94:5 <b>multiple</b> 30:12 43:7	57:10 <b>needs</b> 43:9 71:4,6 <b>negotiate</b> 31:23 32:5 46:10 47:14 68:6 71:12 <b>negotiated</b> 47:12 72:5 <b>nephew</b> 36:15 <b>never</b> 10:21 13:12 29:11 33:14 40:10 40:11,17 46:24 47:17 49:25 56:8 56:9,23 57:2 60:7 62:15 106:6 <b>new</b> 1:3,19 2:7 4:23 5:6 6:24 7:12 11:24 12:6 16:12 16:20 21:2,5 22:10,11 26:10,13 27:9 32:23 39:11 45:23 46:6 76:25 110:4,10 <b>newington</b> 18:20 <b>nine</b> 99:16 <b>ninth</b> 39:12 <b>nod</b> 8:23 <b>nope</b> 40:23 62:14 83:9,9 <b>notary</b> 1:18 6:23 110:9 112:24 114:8,19 <b>notations</b> 63:7 <b>note</b> 4:5 <b>noted</b> 62:21 114:2 <b>notice</b> 1:17 <b>noticing</b> 5:23 <b>november</b> 24:3 <b>number</b> 4:19 5:7 25:9 54:17,22 68:24 74:10 84:8 84:11,14,16,17	90:3 103:12 109:7 <b>numbers</b> 43:6 44:12	88:2,21 89:20 91:4 96:7 97:18 98:3 103:5,7,11,24 107:11 108:24
<b>n</b>		<b>o</b>	<b>old</b> 46:5
<b>n</b> 2:2 3:2 28:8,8 111:2 112:2,2,2,2 <b>name</b> 5:8 7:4,6,21 38:25 39:25 40:4 40:7 52:24 59:24 60:25 61:8 84:12 91:6 94:24 95:15 95:16 106:12,13 107:3,10 114:13 <b>named</b> 34:20,22 34:24,25 36:21 <b>names</b> 105:21 107:8 <b>need</b> 8:8 9:17 43:17 44:8 46:15 <b>needed</b> 19:18,20 20:15 32:18 36:19 39:6 46:3 52:2 56:4,13,19,22		<b>o</b> 3:2 28:8 112:2,2 112:2 <b>o0o</b> 109:13 <b>oath</b> 3:18 10:2 55:2 96:18 102:23 112:10 114:12 <b>object</b> 19:10 24:11 <b>objection</b> 24:13 <b>objections</b> 3:11 5:20 6:4,9 <b>obtained</b> 98:19 <b>occasion</b> 63:19 68:21 102:4 108:12 <b>occasions</b> 30:12 32:8 <b>occur</b> 30:12 <b>occurred</b> 79:15,19 84:7,22 85:4,19 90:8,17 108:2 <b>offered</b> 69:9 <b>office</b> 114:15 <b>officer</b> 3:17 <b>offload</b> 46:21 <b>oh</b> 104:3 <b>okay</b> 7:2 8:2,19 9:5 10:20 11:15 15:15 16:15 17:21 20:10,22 22:13 24:16 34:3,12,17 35:6,12 36:3,6,9 36:24 37:17 42:18 47:11 54:12 60:4 61:16 62:10 65:21 66:6 67:7 68:20 69:21 71:7 80:10 81:21 82:19 87:19	88:2,21 89:20 91:4 96:7 97:18 98:3 103:5,7,11,24 107:11 108:24 <b>onboard</b> 35:10 <b>once</b> 39:5 <b>online</b> 13:7 <b>opened</b> 10:18 <b>operate</b> 15:8,15 17:7 27:20 28:14 49:4 98:16 <b>operated</b> 28:17 42:21 49:12 98:21 99:11 <b>operating</b> 18:12 27:15 28:9,20 43:20 89:9 <b>operation</b> 101:13 <b>opportunities</b> 33:15 <b>opportunity</b> 100:22 <b>opposed</b> 20:18 <b>option</b> 79:9 80:17 <b>oral</b> 113:1 <b>order</b> 8:6 <b>original</b> 70:14 <b>outcome</b> 5:16 110:18 <b>owned</b> 54:6 <b>owner</b> 21:17,25 22:2 59:3 73:25 <b>ownership</b> 22:3
			<b>p</b>
			<b>p</b> 2:2,2 3:2 112:2 <b>p.c.</b> 2:4,13 <b>p.m.</b> 1:14 109:12 <b>package</b> 74:20 <b>page</b> 33:22 34:13 34:13,17 81:19

[page - public]

99:16 103:11 111:3,7,18,22 113:4 <b>paid</b> 34:21,23,25 35:3 36:9 37:8 38:13 46:8,15 55:15,17,24 56:2,4 56:10,20,20,21,21 56:22 57:2 61:11 64:17,24 65:3 66:10 67:8 68:21 69:3,6 72:6 74:16 94:13,16,19 96:25 97:9,12 <b>paper</b> 58:20,23 <b>paperwork</b> 62:18 63:14 68:4 71:22 <b>paperwork's</b> 94:6 <b>paragraph</b> 101:7 <b>parked</b> 44:24 <b>parking</b> 90:2 <b>parkways</b> 68:2 <b>part</b> 8:19 72:15 97:3,5 <b>particular</b> 70:20 70:25 75:15 91:24 <b>parties</b> 3:6 4:16 110:16 <b>party</b> 5:14 <b>patrick</b> 40:2 <b>pay</b> 29:10 35:15 35:18,21,25 36:12 37:11 38:16 47:12 49:21 51:8,23 53:19,21 56:4,7,8 56:9,13,18,19 57:10,10 58:15,15 65:15,18 66:17 67:5 68:3 71:15 73:5,6 76:20 79:4 79:9 87:12,20	90:5 96:3 97:22 98:2,4 101:12 104:8 <b>paycheck</b> 77:16 78:11 85:25 <b>paying</b> 51:2 59:7 59:15 80:21 95:22 96:2,22 <b>payment</b> 50:2,14 51:5 56:21 80:21 91:13 101:21 <b>payments</b> 55:7 83:12 97:7,15 104:11 <b>payroll</b> 61:8 <b>pays</b> 76:18 <b>pc</b> 6:7 <b>peak</b> 43:6,12,16 <b>penalties</b> 6:20 <b>penalty</b> 114:3 <b>pending</b> 9:20 <b>penske</b> 52:11 <b>people</b> 29:14,15 60:8 79:22 <b>people's</b> 77:2 <b>percentage</b> 67:5 78:13,16 <b>performance</b> 77:11,20 <b>performed</b> 64:7,8 76:16 78:5 83:8 86:24 89:17 92:4 106:23 <b>performing</b> 42:4 <b>period</b> 30:15 <b>perjury</b> 6:20 114:3 <b>permission</b> 100:17 <b>permits</b> 98:14 <b>person</b> 40:5 60:24 93:3 107:4 114:13	<b>person's</b> 52:23 <b>personal</b> 53:11 63:22 93:9 <b>personally</b> 30:22 41:19 45:11 92:7 97:12 114:12 <b>phone</b> 11:14,15,17 53:12,16,19 <b>phones</b> 4:10 53:10 53:13 107:20 <b>pick</b> 4:7 52:19 93:6 <b>picture</b> 84:3 <b>pieces</b> 69:23 <b>place</b> 4:10,15 <b>plain</b> 95:7 <b>plaintiff</b> 1:6 2:3 33:22 103:13,15 <b>plaintiff's</b> 6:8 <b>plaintiffs</b> 34:18 <b>please</b> 4:5,9 5:17 5:21 6:12,16 7:5 7:10 9:8 65:5 <b>plus</b> 29:17,21 65:19 66:25 77:16 <b>pm</b> 4:4 109:4 <b>po</b> 2:6 <b>point</b> 24:7 50:17 50:25 59:10 80:9 <b>policy</b> 74:9,10,11 74:12 <b>polo</b> 76:5 <b>possible</b> 8:4 65:13 90:24 <b>preface</b> 11:9 <b>preparation</b> 11:7 11:13 <b>prepare</b> 11:3,21 92:24 93:12 <b>present</b> 2:20	<b>previously</b> 26:15 <b>prior</b> 15:21 26:20 27:2,3 38:12 46:8 90:11 <b>private</b> 4:7 104:6 104:7 <b>probably</b> 24:2 90:11 91:22,22 <b>problem</b> 63:13 94:4 <b>proceed</b> 9:22 <b>proceeding</b> 5:21 6:5 10:25 <b>product</b> 25:23 42:6 43:25 44:18 45:23 47:2,7,18 <b>production</b> 111:18 <b>products</b> 42:17 <b>promise</b> 6:16 <b>property</b> 87:17 <b>proprietor</b> 14:13 14:15 15:2,9 20:8 26:23 <b>proprietorship</b> 16:8 18:13 19:19 <b>proved</b> 114:12 <b>provide</b> 16:16 22:25 25:2,11 30:14 32:19 35:21 45:5,11 48:10 49:2 53:13 74:17 93:20 101:11 104:25 <b>provided</b> 25:17 26:21,24 30:6 49:17 56:3 <b>provider</b> 51:18 <b>providing</b> 102:2 <b>public</b> 1:18 6:23 110:9 112:24 114:19
---	---	---	---



**[purchase - rolls]**

<b>purchase</b> 16:12 75:23 76:8,25 104:5 <b>purchased</b> 74:25 103:15,16,21 104:3 <b>purposes</b> 114:14 <b>pursuant</b> 1:17 <b>put</b> 7:3 40:10,16 42:15 46:6 59:25 61:16 64:4 67:25 68:3 76:5 80:2 94:24 96:10 98:23 <b>puts</b> 61:8	114:1 <b>realize</b> 85:5 <b>really</b> 72:7 100:12 105:23,23 106:19 <b>reardon</b> 32:23 <b>reason</b> 10:4 20:13 20:17 23:13,16 51:8 96:9 113:4 <b>reasons</b> 23:23 <b>reassemble</b> 47:2,7 47:18 <b>recall</b> 12:19 16:22 17:16 23:24 24:16 27:6 28:19 30:10 38:24,25 39:25 40:8 41:2,6,15 43:5 48:15,16 50:16,18,25 51:14 52:23 66:21 69:7 70:9,18 72:7,8 77:19 91:9,18,24 93:19 95:17 100:3 103:9 106:18 107:8 108:8,14 <b>receive</b> 14:4,6 58:17,20 59:2,5 73:11 74:8 92:7 <b>received</b> 55:8 61:14 63:5 85:23 91:8 92:10 <b>recess</b> 54:18 102:16 <b>recognize</b> 34:9 <b>recollection</b> 59:11 67:7 <b>record</b> 4:4,17 5:19 7:5,10,16 8:7 34:4 54:10,16,23 96:11 96:14,16 102:12 102:15,20 109:4 110:13 112:12,14	<b>recorded</b> 4:20 <b>recording</b> 4:14 <b>redid</b> 68:16 <b>refuse</b> 32:11 <b>regard</b> 9:10 <b>regardless</b> 43:18 85:8 <b>regional</b> 75:21 95:13,14 106:10 106:15 <b>register</b> 41:11 <b>registered</b> 21:5,8 <b>regular</b> 43:8 101:2 <b>related</b> 5:13 13:9 86:24 110:16 <b>remember</b> 67:4 70:11 95:16 106:13 107:3,9 <b>remote</b> 8:10 <b>remotely</b> 1:17 2:9 2:17 4:18 <b>rent</b> 14:23 27:24 52:2,7,10,16 <b>rental</b> 52:11 82:20 89:5 <b>rented</b> 14:22,23 16:13 <b>repeat</b> 9:8 <b>repercussions</b> 32:14 <b>rephrase</b> 9:9 <b>replaced</b> 108:2 <b>reporter</b> 1:18 5:11 6:12,14 7:2,8,14 8:5,22 110:9 <b>request</b> 70:13,22 111:18 <b>requested</b> 114:8 <b>required</b> 25:18 98:15	<b>requirement</b> 95:18 <b>reservation</b> 52:18 52:18 <b>reserved</b> 3:12 <b>reside</b> 12:8 <b>resided</b> 12:2 <b>respective</b> 3:5 <b>response</b> 46:17 <b>responses</b> 9:2 33:23 <b>responsibility</b> 37:14,16 <b>responsible</b> 95:21 95:25 96:21 101:21 102:2 <b>result</b> 68:9 <b>retained</b> 109:9 <b>retired</b> 106:4 <b>returned</b> 103:15 <b>returns</b> 92:18 93:10,18 <b>review</b> 11:6 61:13 61:15,18 85:9 <b>reviewing</b> 61:17 71:18 <b>right</b> 6:15 10:18 10:20 50:20 61:9 65:6 83:8 84:8 90:3 96:5 <b>robins</b> 45:3 <b>rochester</b> 30:9,16 30:23 31:6,22 32:12,15,22 33:2 33:12 <b>rodney</b> 39:25 40:7 40:8 <b>role</b> 36:7 <b>roles</b> 29:18 <b>rolls</b> 26:9
<b>q</b>			
<b>queens</b> 110:6 <b>question</b> 3:12 8:12 8:13,14,16 9:8,9 9:11,19 19:11 20:16 23:21 24:12 50:11 61:23 <b>questions</b> 7:15 9:2 108:22 <b>quickbooks</b> 94:12 <b>quicker</b> 24:13 <b>quiz</b> 107:12 <b>quote</b> 49:20			
<b>r</b>			
<b>r</b> 2:2 6:22 110:2 <b>rah</b> 100:20,20,20 <b>raise</b> 6:15 <b>ranzenhofer</b> 2:4 6:7 <b>rate</b> 57:3 64:23 65:18 <b>rates</b> 31:23,24 <b>reached</b> 35:15 <b>read</b> 34:14 35:3 100:7 101:14 103:18 112:9			

**[rothstein - settlements]**

<b>rothstein</b> 2:21 5:8 <b>route</b> 67:21,25 102:9 <b>routing</b> 67:20,21 <b>row</b> 59:12,16 64:13 72:12,21 74:19 75:5 77:10 78:8,20 82:3,13,19 83:18 85:2 88:21 89:4,20 91:10 <b>rule</b> 9:16 <b>rules</b> 8:3 <b>run</b> 40:4 43:22 44:4,18 52:7 <b>running</b> 29:24 43:7,8 44:14 91:3 103:22	47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1,25 55:1 56:1 57:1,16 58:1 59:1,17 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1,4 82:1,4 83:1 84:1,23 85:1 85:2 86:1 87:1 88:1,2 89:1 90:1 90:18 91:1 92:1 93:1 94:1 95:1 96:1,4,17 97:1 98:1 99:1,14 100:1 101:1 102:1 102:22 103:1,4,9 104:1 105:1 106:1 107:1 108:1,23 109:1,6,11 110:1 111:1,9 112:1,8,18 113:2 114:1,6,12 <b>saturday</b> 60:21 70:4 <b>saw</b> 97:6 <b>saying</b> 65:21 <b>says</b> 37:8 38:13 58:9 59:12,16 65:12 66:2,15 70:6 72:12,22 75:15 81:19 82:3 83:18 84:23 85:2 89:11 90:2,18 91:13 95:7 100:19 102:5 <b>schedule</b> 57:7 61:10 70:15	<b>school</b> 12:25 13:4 13:13 <b>scopelitis</b> 2:13 <b>scratched</b> 84:2 <b>screen</b> 33:19 34:15 57:17,17 58:5 81:5 88:3 99:15 103:3,5 <b>seal</b> 114:15,15 <b>sealing</b> 3:6 <b>seaman's</b> 13:20 14:17 15:3,14 <b>seamlessly</b> 8:4 <b>sears</b> 16:5,17 18:7 25:13,14,16,19,23 42:22 43:10 53:15 67:20 69:17 80:3 80:9 87:11,15 95:6,18 98:23,25 99:2 105:13,15,24 105:25 <b>season</b> 43:12 <b>sec</b> 10:19 <b>second</b> 36:22,23 38:6 39:21 68:19 96:11 <b>security</b> 77:12 <b>see</b> 8:21 33:25 57:17 58:3,7,11 61:9 65:2 66:3,15 67:12 71:24 72:3 72:13,22 74:20 75:6 78:22 81:13 81:19,21 82:14,20 83:19 84:8 88:10 88:23 89:21 91:11 98:9 99:22 101:7 103:5 106:19 <b>seek</b> 20:22 <b>selected</b> 93:3	<b>sell</b> 75:17 76:18 <b>seller</b> 104:7 <b>sellers</b> 104:7 <b>send</b> 30:25 33:7 85:8 86:20 90:5 <b>sending</b> 62:23 <b>sense</b> 80:21 <b>sensitive</b> 4:6 <b>sent</b> 30:8 31:12 108:3,9 <b>separate</b> 50:19 93:10 <b>separately</b> 50:7 <b>sergio</b> 107:9 <b>service</b> 15:16 22:24 23:6 51:17 51:23 <b>services</b> 16:16 24:25 25:12 26:22 26:24 30:6,14 32:19 45:6,12 48:10,25 56:3 94:22 105:2 <b>servicing</b> 51:15,20 <b>set</b> 31:24 33:24 47:9 51:5 69:24 83:10,15 110:12 110:20 111:8 <b>settlement</b> 50:3,15 58:10,14 61:2,13 61:22 62:2,13,25 63:5,17 64:8 71:19 72:11,15 77:23 78:14 79:7 79:13,14 82:10 83:12 85:8,10 88:13 90:22 91:6 97:6,10 104:12 <b>settlements</b> 72:18 78:17
<b>s</b>			
<b>s</b> 2:2 3:2,2 6:22,22 60:25 84:12 107:18 111:6 <b>safety</b> 41:8,12,16 <b>salary</b> 55:24 56:9 56:23 <b>samuel</b> 2:8 6:6 <b>samuels</b> 1:1,16 2:1 3:1 4:1,21 5:1 6:1 7:1,7,19 8:1 9:1 10:1 11:1 12:1,12 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1,18 33:23 34:1,10,15 35:1 36:1 37:1 38:1 39:1 40:1 41:1,7 42:1 43:1 44:1 45:1 46:1			

**[seven - syracuse]**

<b>seven</b> 39:10 <b>share</b> 33:18 57:16 81:4 99:14 103:3 <b>sharing</b> 58:5 88:2 <b>shawn</b> 35:2,8,12 36:7 39:16 63:20 <b>sheets</b> 81:12 <b>shirt</b> 75:12,15 76:21,25 77:3 95:7 <b>shirt's</b> 76:23 <b>shirts</b> 76:5,8 <b>short</b> 54:18 102:16 <b>shorthand</b> 110:8 <b>shoulder</b> 54:5 <b>show</b> 62:8 63:9 65:9 72:16 <b>showed</b> 40:11,17 <b>showing</b> 33:21 74:5 <b>shown</b> 34:6 57:20 81:8 88:7 99:19 <b>shut</b> 39:16 <b>sides</b> 99:5 <b>sign</b> 20:2,3 <b>signature</b> 110:23 113:1 114:1 <b>signed</b> 3:16,19 19:17 101:5 114:3 <b>signing</b> 57:14 100:8 <b>similar</b> 85:16 <b>simple</b> 39:14 <b>sir</b> 6:14 7:3 23:22 56:20 58:4,8,12,22 60:7,16 64:11 70:19 83:20,23 85:20 89:3 <b>sister</b> 93:16 <b>sit</b> 44:13	<b>sitting</b> 41:2 <b>situation</b> 47:6 76:3 85:16 86:6 <b>situations</b> 39:8,19 39:22 52:5,9 68:7 71:18 <b>six</b> 60:20 86:9,19 101:7 <b>slow</b> 43:13,18 <b>sole</b> 14:13,15 15:2 15:9 16:8 18:12 19:19 20:8 21:11 26:23 <b>sorry</b> 24:16 28:7 29:21 47:25 50:11 50:12 61:22,24 69:20 70:19 80:5 81:3,21 91:20 95:23 96:8 99:7 <b>sort</b> 46:11 <b>sorts</b> 62:24 <b>sounds</b> 40:8 54:12 <b>speaking</b> 50:7 <b>special</b> 69:21,25 70:4,21,25 71:4,8 102:4 <b>specials</b> 69:12,13 69:14 70:15 71:9 71:13 72:5,6 <b>specific</b> 98:14 <b>speculate</b> 9:12 <b>spoke</b> 107:14 <b>spreadsheet</b> 57:24 58:6 81:11 88:4 <b>spring</b> 21:20 22:14 <b>spruce</b> 12:6 <b>ss</b> 110:5 112:5 <b>stain</b> 76:22 <b>standard</b> 76:7,10 <b>start</b> 8:2 13:15 22:20	<b>started</b> 14:13 16:5 22:11,14 26:8 39:11 50:21 <b>starting</b> 82:12 88:21 <b>state</b> 1:19 5:18,21 6:24 7:4,9 21:2,9 49:14,15 51:4 74:6 75:2 110:4 110:10 112:4 114:10,19 <b>stated</b> 36:9 <b>statement</b> 50:3,15 58:11,14,15 60:17 61:2 62:2 63:17 64:8 71:19 72:11 72:16 77:23 79:7 79:13,14 82:10 83:13 88:13 90:22 91:6 <b>statements</b> 58:18 58:21,24 59:6 61:14 62:13,25 63:6 85:10 104:13 <b>states</b> 1:2 5:4 34:18,18 82:6 101:11 103:13 <b>stayed</b> 35:19 <b>steven</b> 39:2,4 40:6 <b>stipulated</b> 3:4,10 3:15 <b>stop</b> 61:9 64:21,22 64:24 65:7,10,15 65:19 68:14,16,16 68:25 69:25 71:3 <b>stopped</b> 19:2 <b>stops</b> 35:20,23 61:10 62:8 63:3 64:15,16,18 65:3,4 65:22 66:10 67:9 86:7	<b>storage</b> 94:7 <b>store</b> 44:22 <b>stored</b> 42:7 <b>straight</b> 97:9 <b>strategies</b> 43:12 <b>street</b> 2:5 12:6 <b>stub</b> 58:16 <b>studying</b> 12:17 <b>stuff</b> 42:12 70:18 <b>subject</b> 6:19 <b>submit</b> 80:17 86:15 <b>subscribed</b> 112:20 114:13 <b>sued</b> 107:22 108:13 <b>suffolk</b> 12:16 <b>suite</b> 2:14 <b>supplied</b> 97:19 <b>supposed</b> 60:11 67:16,23,25 <b>sure</b> 8:8 9:10 16:21 20:7,16 26:9 32:17 33:20 37:8 47:5 50:6,20 52:8 59:9 62:19 67:19 69:24 73:16 78:11 85:10 90:21 94:15,18 95:19 106:19 <b>swamped</b> 31:20 <b>swear</b> 6:12 <b>sworn</b> 3:16,19 6:23 110:12 112:20 <b>syosset</b> 16:24 26:7 26:14 27:16 42:5 42:11 45:3,3 105:16 106:22 <b>syracuse</b> 16:20
--	--	--	---



**[system - truck]**

<b>system</b> 19:6,8,16 19:24 20:23 21:2 21:4,7,12,22,25 22:5 23:17 24:4,8 24:22 25:2,6,22 26:2,21 27:18 28:4,13,22 29:7 33:11 35:9 40:10 40:14 41:3,12,22 42:25 45:18 47:20 48:2,14,17 49:2,11 49:21 50:10,13 51:5 53:3,6,9,18 53:24 55:4,8,12,16 56:12 57:9 58:17 59:3 72:17 73:19 74:13 79:3 83:16 86:2 87:19 92:8 92:15 98:19 103:21 <b>system's</b> 93:17 <b>systems</b> 36:4 37:25 38:22 40:19 45:4 49:25 51:23 51:25 73:10 74:16 86:12 87:3 89:9 92:25 94:9,21 95:20,24 96:20,25 97:13,16 98:15 100:4 101:20,25 104:8,12,17,21,24 105:5 107:21 108:13	54:11 56:11,15 57:5 69:23 79:21 <b>taken</b> 1:17 4:24 7:24 9:25 10:22 13:5,7,8 54:19 72:17 102:17 112:9 <b>takes</b> 60:9 <b>talk</b> 8:9 35:6 50:6 72:20 82:12 <b>talked</b> 49:10 105:9 108:20 <b>tally</b> 60:3 <b>tax</b> 92:17,25 93:9 93:13,17 <b>taxes</b> 87:4,7,10,22 92:15 <b>taylor</b> 39:2,4 <b>team</b> 6:9 33:4,8 38:12 65:13 <b>teams</b> 42:15 <b>tell</b> 10:2,5 31:24 44:8,9 49:18 52:5 52:14 59:22 60:18 64:14 71:20 76:3 76:19,24 82:9 86:6,18 105:21 107:24 <b>tender</b> 100:16 <b>term</b> 33:3 <b>terminal</b> 16:22 26:14 27:16 30:21 31:20 33:8,9 <b>terminated</b> 104:16 <b>termination</b> 47:22 <b>testified</b> 6:25 92:14 97:18 <b>testify</b> 10:8 <b>testimony</b> 6:17 10:24 74:14 84:25 109:5 110:14	112:9 <b>texas</b> 5:9,13 109:9 <b>text</b> 107:14,18 <b>thank</b> 7:14 10:21 <b>thing</b> 14:14,16 40:3 68:10 99:8 100:16 <b>things</b> 8:24 62:24 <b>think</b> 12:21 15:10 16:20 20:20 32:21 42:23 45:19 50:16 50:23 51:10 59:7 59:9 65:16 66:24 67:2 69:10 70:14 70:16 73:15 78:12 82:23 91:3 95:15 <b>third</b> 39:6 <b>three</b> 15:11 29:17 29:19 31:19 34:13 34:17 71:17,22 80:13 105:19 106:4 <b>thursday</b> 44:21 <b>ticket</b> 89:24 90:2 <b>tickets</b> 90:13 <b>tie</b> 79:17 <b>time</b> 1:14 3:12 5:22 9:18 23:24 27:16 28:12,17 29:6,16 30:15 34:19 37:6 43:8 43:13 46:2 50:21 52:13 53:3 54:14 54:22 62:11 63:4 65:8,14 80:5,8,14 80:20 85:13,14 86:17 91:2 96:13 96:15 102:13,18 105:19 106:8,16 107:5,7 108:23	<b>times</b> 30:13 40:7 62:3,3,4 67:2 79:5 <b>tired</b> 39:12 <b>title</b> 21:24 <b>titled</b> 33:22 99:24 100:4 <b>today</b> 8:8,21 9:5 10:2,5 22:7 41:2 44:19 74:14 76:25 <b>today's</b> 11:4,7,13 11:21 109:5 <b>told</b> 46:15,21 75:19 76:9 93:7 95:9 100:25 101:2 <b>tomorrow</b> 44:11 44:20 <b>top</b> 34:13 56:16 58:9 99:24 <b>torrington</b> 18:21 <b>total</b> 78:13 109:7 <b>town</b> 31:15 33:8 <b>track</b> 84:11 <b>trailer</b> 42:14 <b>transcript</b> 8:20 112:9,11 <b>transfers</b> 14:18 <b>transportation</b> 13:10,16 18:3 19:5 <b>travel</b> 33:3 <b>treadmill</b> 69:22 <b>trial</b> 3:13 <b>trick</b> 9:6 20:17 47:4 <b>tried</b> 74:11 75:25 <b>triple</b> 14:8,9 <b>truck</b> 13:12,23 14:19,21,23 15:20 16:10,12,13 27:22 27:24 28:2,5,9,14 30:19,20,25 31:7
<b>t</b>			
<b>t</b> 3:2,2 14:8,9 110:2,2 111:6 112:2,2 <b>take</b> 4:15 8:22 9:18,20,21 37:14 40:22,24 42:16 46:4,5 51:14			

**[truck - way]**

31:12 36:22,23 37:13,20 38:6 39:19,23 43:17,17 43:19 44:5 46:22 52:6,8,12,19 56:21 77:14 79:2,25 82:19 83:2 89:4,8 90:4 91:3 103:14 <b>trucking</b> 14:8,10 14:25 <b>trucks</b> 13:19 27:19 28:17,20 29:24,25 43:7,9,21,22 44:4 44:9,9,10,14,19,22 48:3 49:4,11,13 51:15,19 52:2,10 54:5 60:16 97:7 98:21 99:10 103:20,22,25 104:17,21 <b>true</b> 110:13 112:11,14 114:2 <b>trust</b> 31:5 60:7 <b>truth</b> 6:18,19 10:2 10:5 <b>truthfully</b> 10:9 <b>try</b> 24:13 32:5 <b>trying</b> 9:6 20:16 47:4 63:13 <b>turn</b> 4:9 34:12 <b>twice</b> 59:7 <b>two</b> 7:15 11:11 12:4 17:18 28:18 28:20 29:20,20,24 29:25 30:18 31:18 39:23,24 43:20 44:4,8 45:24 54:22 60:15 65:2 65:3,22 66:7,11 71:9,10,16 80:12 103:20,22 107:6	109:8 <b>tx4637254</b> 113:25 <b>type</b> 10:25 22:24 24:25 <b>u</b> <b>u</b> 3:2 6:22 52:11 <b>udl</b> 81:19,19 <b>udy</b> 58:6,6 81:21 81:21,24,24 85:7 <b>uh</b> 8:25 <b>ultimate</b> 19:6,8,15 19:23 20:23,25 21:4,7,11,21,25 22:5,10,14,21,22 22:24 23:5,10,14 23:17 24:4,7,21,25 25:6,22,25 26:21 27:18 28:4,12,22 29:7 33:11 35:9 36:4 37:25 38:22 40:13,18 41:3,11 41:22 42:25 45:4 45:17 47:20 48:2 48:13,17,25 49:11 49:21,25 50:10,13 51:22,25 53:3,6,9 53:18,24 55:4,7,11 55:15 56:12 57:9 58:17 59:3 72:17 73:10,18 74:13,15 79:3 82:2 86:2,12 87:3,19 89:8 92:8 92:14,25 93:17 94:9,21 95:20,24 96:20,25 97:13,16 98:15,19 100:3 101:20,25 103:20 104:8,12,16,20,24 105:5 107:21 108:13	<b>ultimately</b> 20:10 <b>umbrella</b> 74:4 <b>understand</b> 8:17 9:3,7,14,23,25 47:5 54:25 96:17 100:10 102:22 <b>understanding</b> 101:16,19,24 <b>unfortunately</b> 44:16 70:11 76:21 93:25 <b>uniform</b> 75:12,16 75:18,20,24 76:17 76:18 <b>uniforms</b> 75:6 77:5,8 94:25 97:20 <b>unit</b> 4:19 54:17,21 <b>united</b> 1:2 5:4 <b>units</b> 79:24 109:8 <b>unloading</b> 13:19 <b>unsuccessful</b> 47:15 <b>use</b> 15:20 48:2 53:17,22 74:11 84:11 94:12 104:17,21 114:8 <b>usually</b> 26:11 30:17 31:9,24 35:19 90:13 <b>utilized</b> 34:20 <b>v</b> <b>v</b> 6:22 <b>varied</b> 80:14 <b>varies</b> 66:25 <b>vary</b> 35:18 36:12 38:16 66:22 78:2 83:7 89:16 <b>vehicle</b> 60:8,14 101:12,21	<b>vehicles</b> 102:2,9 <b>verbal</b> 9:2 <b>veritext</b> 5:9,13 109:9 <b>versus</b> 5:3 44:4 51:9 <b>vest</b> 76:18 <b>video</b> 4:14,20 <b>videographer</b> 2:21 4:2 5:10 6:11 54:14,20 96:13,15 102:13,18 109:3 <b>videotaped</b> 1:16 <b>virtual</b> 6:10 <b>volume</b> 113:2 <b>w</b> <b>w</b> 92:7 112:2 <b>w2</b> 29:11 <b>wait</b> 65:7 <b>waived</b> 3:8 <b>wall</b> 84:3 <b>want</b> 9:12 11:10 31:9,10,14,21 44:11,14,19 47:5 50:22 71:4 100:20 <b>wanted</b> 31:13 40:16 74:4 108:4 <b>warehouse</b> 16:23 42:7,8,8,10,17,20 42:21 43:2 52:22 76:23 79:22 105:16 106:22 <b>wash</b> 76:22 <b>water</b> 107:25 <b>way</b> 19:25 31:6 39:13,16 43:8,17 51:12 59:21 63:18 67:22 71:25 79:17 84:6,21 90:7,16 110:17
--	--	---	--

**[we've - zoom]**

<b>we've</b> 49:10 <b>wear</b> 75:13,14,17 75:20 <b>wednesday</b> 79:23 <b>week</b> 30:17 31:17 39:11,11 59:8,12 59:23 60:2,5,18 72:3 73:11 76:16 78:2,2,3,5 79:14 79:18 80:12 82:6 83:5,6,8 84:7 86:25 88:15 89:11 89:14,17 90:8,11 90:20 92:5 <b>week's</b> 90:22 <b>weekend</b> 108:3 <b>weekly</b> 59:9,15 <b>weeks</b> 31:18,19 40:24 80:12 85:18 <b>went</b> 17:25 20:21 47:17 48:8 59:10 60:15 61:10 68:15 68:25 69:2 73:15 76:4 86:17 106:5 107:7 <b>western</b> 1:3 5:5 <b>whereof</b> 110:19 <b>whichever</b> 52:12 <b>whispering</b> 4:7 <b>why's</b> 31:4 <b>wi</b> 2:15 <b>wife's</b> 36:15 <b>williams</b> 34:22 37:24 38:11,14 <b>wilson</b> 52:25 61:6 76:13 105:10 106:7 108:17 <b>windows</b> 10:17 <b>wish</b> 92:2 <b>wished</b> 102:9	<b>withdraw</b> 55:22 <b>witness</b> 6:13,21,22 7:6,11 34:5 57:19 81:7 88:6 99:18 110:11,14,19 <b>wording</b> 100:14 <b>wore</b> 76:20 <b>work</b> 12:19 14:9 14:12 17:18 18:3 20:15 31:9 36:19 37:4,15,17 38:8 40:16 44:15 46:4 49:20 52:15 64:7 76:15 78:5 83:8 86:24 89:17 92:4 <b>worked</b> 16:23,24 21:20 26:15 34:19 36:4 40:6,13 85:25 94:14 <b>worker</b> 37:25 <b>worker's</b> 49:23 50:4 72:22 73:3,5 73:6,7,11,18 74:3 74:5,6,9,15 97:8 <b>workers</b> 48:7 49:7 53:14 63:22 73:19 93:21 <b>working</b> 13:15 18:19 19:4 27:8 29:15 30:4 37:2 37:21 86:8 <b>works</b> 69:24 79:20 86:9 <b>worry</b> 101:3 <b>would've</b> 64:8 <b>write</b> 55:21 63:6 <b>wrong</b> 62:12 71:20 81:17 <b>wyandanch</b> 7:12 11:24 12:6	<div style="text-align: center;"><b>x</b></div> <b>x</b> 1:4,12 111:2,6 <b>xpo</b> 104:18 <b>xvo</b> 47:25 48:3,8 48:11,14 <b>xyz</b> 80:2 <div style="text-align: center;"><b>y</b></div> <b>yard</b> 44:25 45:2 <b>yeah</b> 11:14 53:20 59:14 100:6 101:6 101:6 <b>year</b> 23:25 85:21 94:5 <b>years</b> 12:4,10 15:11 28:19 35:14 105:22 106:20 <b>yep</b> 59:15 64:22 66:5 70:8 72:14 83:6,20 88:17 92:11 101:10 <b>yesterday</b> 11:16 76:21 <b>york</b> 1:3,19 2:7 4:23 5:6 6:24 7:12 11:24 12:7 16:21 21:2,5 110:4,10 <b>yup</b> 44:20 47:13 54:8 <div style="text-align: center;"><b>z</b></div> <b>zoom</b> 8:10,22 10:12 96:9
---	---	---

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).

# **EXHIBIT 26**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK  
Case No: 6-17-cv-06296-FPG-MJP  
- - - - -x  
MIKE KLOPPEL, et al.,  
Plaintiffs,  
v.  
HOMEDELIVERYLINK, INC.,  
Defendant.  
- - - - -x

May 11, 2021  
2:04 p.m.

VIRTUAL REMOTE VIDEOTAPED  
DEPOSITION of DAVID TRAINA, taken by  
Defendant, pursuant to Notice, held in  
Buffalo, New York, before Kathleen  
Piazza Luongo, a Notary Public of the  
State of New York.

A P P E A R A N C E S:

LICHTEN & LISS-RIORDAN, P.C.

729 Boylston Street

20th Floor

Boston, Massachusetts 02116

Attorneys For Plaintiffs

BY: BENJAMIN J. WEBER, ESQ.

[bjweber@llrlaw.com](mailto:bjweber@llrlaw.com)

SCOPELITIS, GARVIN, LIGHT, HANSON &

FEARY, P.C.

777 Main Street

Fort Worth, Texas 76102

Attorneys for Defendant

BY EMILY A. QUILLEN, ESQ.

[equillen@scopelitis.com](mailto:equillen@scopelitis.com)

ALSO PRESENT:

Josh Stivers, Videographer



1  
2 THE VIDEOGRAPHER: Here begins  
3 the deposition of David Traina.

4 Today's date is May 11, 2021.  
5 The time is 2:04 at the witness's  
6 location.

7 Counsel, please identify  
8 yourself for the record and state who  
9 you represent.

10 MS. QUILLEN: Emily Quillen,  
11 attorney at Scopelitis, representing  
12 HomeDeliveryLink.

13 MR. WEBER: Benjamin Weber for  
14 the Plaintiffs.

15 THE VIDEOGRAPHER: Will the  
16 court reporter please swear in the  
17 witness.

18 D A V I D T R A I N A, called as a  
19 witness, having first been duly sworn,  
20 was examined and testified as follows:

21 MS. QUILLEN: Mr. Traina, my  
22 name is Emily Quillen. I'm an  
23 attorney for HomeDeliveryLink, a  
24 defendant in a lawsuit that is  
25 currently pending in New York.

1 EXAMINATION BY MS. QUILLEN:

2 Q. Could you please state your  
3 full name for the record.

4 A. David, middle initial S, like  
5 Scott, Traina.

6 Q. What is your correct address?

7 A. 57 Wabash Avenue, Cheektowaga  
8 New York 14206.

9 Q. How long have you resided  
10 there?

11 A. Since 2006.

12 Q. And before that did you reside  
13 in New York?

14 A. Yes, for my whole life.

15 Q. Have you ever given your  
16 deposition before?

17 Have you given your deposition  
18 before?

19 A. No.

20 Q. Are you represented by a lawyer  
21 for the deposition today?

22 A. Yes.

23 Q. And who is your lawyer?

24 A. He's on with us, I forgot his  
25 name, I'm sorry.

1 Q. Is it Ben Weber?

2 A. Yes, it is.

3 THE WITNESS: Am I supposed to  
4 see any of you guys on here or just  
5 me, myself?

6 MS. QUILLEN: I believe you're  
7 pinned as the main video that you  
8 will see, you may be able to change  
9 your view on your settings.

10 THE WITNESS: Okay, I can see  
11 it now. I can see everyone now.  
12 Thank you.

13 CONTINUED EXAMINATION BY MS. QUILLEN:

14 Q. When did you first communicate  
15 with Mr. Weber regarding your deposition?  
16 I don't want to know what you discussed,  
17 just when.

18 A. I want to say about a month  
19 ago.

20 Q. And how many times have you  
21 spoken with Mr. Weber? Again, I don't  
22 want to know what you talked about, just  
23 how many times.

24 A. Maybe five or six.

25 Q. And how long were those

1 conversations?

2 A. They were brief, um, less than  
3 a half hour.

4 Q. You may have been provided some  
5 explanation of how the proceedings are  
6 going to go today. It's a little  
7 different because we are not in person,  
8 we are taking this over Zoom, so I want  
9 to make sure you understand how things  
10 are going to work today.

11 Do you understand that you're  
12 under oath, meaning that you're providing  
13 true and accurate testimony just as you  
14 would if you were in a court of law?

15 A. Yes.

16 Q. For purposes of the deposition  
17 oral answers, verbal answers are  
18 preferred, head shakes will be seen on  
19 the video but will not show up on the  
20 transcript; so at some point if I ask you  
21 "Is that a yes" or "Is that a no," I'm  
22 not meaning to do anything but clarify  
23 for the record what your answer is.

24 Do you understand that?

25 A. I understand.

1 Q. Also things like "um-hum" or  
2 "um, ah, I think so," things like that  
3 may not appear accurately on the record  
4 if it's not clearly understood, so I may  
5 ask you, again, to clarify your answer.

6 Okay?

7 A. Okay.

8 Q. It is very important that we  
9 only speak one person at a time. On  
10 Zoom, audio sometimes doesn't come  
11 through if we're sneaking at the same  
12 time and the court reporter won't be able  
13 to hear us both talking.

14 So if you will allow me to  
15 finish my questions before you start  
16 answering I will try to do the same for  
17 your answers.

18 If for some reason you don't  
19 hear the entirety of my question or  
20 there's some interruption in the audio,  
21 will you let me know so we can make sure  
22 everyone hears the question and answers  
23 accurately?

24 A. I will.

25 Q. Okay.

1                   If you need to take a break at  
2     any point, I'm happy to let you do that,  
3     excuse me, as long as there is not a  
4     question that's pending on the record  
5     that you haven't answered, I'm happy to  
6     take breaks.

7           A.       Okay.

8           Q.       Are you aware of anything that  
9     would prevent you from testifying  
10    truthfully today, such as medications  
11    that you may be on or something of that  
12    like?

13          A.       No.

14          Q.       Okay.

15                   Mr. Traina, have you ever been  
16    convicted of a crime?

17          A.       No.

18          Q.       Have you ever been involved in  
19    another lawsuit?

20          A.       No.

21          Q.       Have you communicated with  
22    anyone besides your lawyer regarding this  
23    lawsuit?

24          A.       No.

25          Q.       Have you spoken with Mike

1 Kloppe1 about the lawsuit?

2 A. No.

3 Q. Or Adam Wilson?

4 A. No.

5 Q. Are you familiar with either of  
6 those two gentlemen?

7 A. Adam, yes. Mike sounds  
8 familiar.

9 Q. And how do you know Adam  
10 Wilson?

11 A. He was working when I was  
12 working also in HomeDeliveryLink.

13 Q. How long did you know him at  
14 that time?

15 A. That's when I met him.

16 Q. Do you know approximately what  
17 time period that was?

18 A. Not exactly, no.

19 Q. How long would you say you knew  
20 him?

21 A. I just met him there. I didn't  
22 really know him before that.

23 Q. Have you talked with him since  
24 you quit driving for HDL, for  
25 HomeDeliveryLink?

1 A. No.

2 Q. Okay.

3 And if I refer to  
4 HomeDeliveryLink as HDL, will you know  
5 what I'm referring to?

6 A. Yes.

7 Q. All right.

8 Have you prepared for your  
9 deposition today?

10 A. Yes.

11 Q. How did you do that?

12 A. Just conversation with the  
13 attorney.

14 Q. Okay.

15 Did you review any documents  
16 outside of your conversations with your  
17 attorney.

18 A. What do you mean, documents  
19 like what?

20 Q. Did you go through any  
21 documents that you may have in your  
22 possession or that you may have been  
23 given in preparation for the deposition?

24 A. I sent him a few things that he  
25 asked for.



1 Q. Okay.

2 Other than the documents that  
3 you sent him, did you review any  
4 documents that you received from the  
5 attorney?

6 A. I just had to sign something  
7 online, I forgot what it was, about the  
8 deposition here.

9 Q. Do you believe that was after  
10 discovery response?

11 A. I believe so, yes.

12 Q. Okay.

13 Have you ever reviewed the  
14 Complaint that has been filed with the  
15 Court?

16 A. No.

17 Q. What is your understanding of  
18 the lawsuit that's currently pending?

19 A. Misclassification.

20 Q. What does that mean to you?

21 A. We were the misclassified as  
22 contractors when we were -- should have  
23 been employees.

24 Q. Is it your understanding that  
25 you were misclassified?

1 A. Yes.

2 Q. Why do you believe that?

3 A. The way that we worked, the way  
4 they set everything up there, they ran  
5 the show.

6 Q. When you say "the way they set  
7 everything up," what are you referring  
8 to?

9 A. The routes that were given to  
10 us were chosen by them, the hours we  
11 worked were chosen by them, everything  
12 was chosen by them pretty much.

13 Q. Specifically though, when you  
14 say "they" and "them," who are you  
15 referring to?

16 A. HomeDeliveryLink.

17 Q. Do you have a high school  
18 diploma, sir?

19 A. Yes?

20 Q. When did you graduate?

21 A. '91.

22 Q. From where? From where?

23 A. Williamsville South.

24 Q. Where is that located, what  
25 city?

1 A. Williamsville, New York.

2 Q. Did you attend college or  
3 university?

4 A. I did not.

5 Q. Did you serve in the military?

6 A. No.

7 Q. Did you have any extra  
8 education or certificates that you  
9 received after high school?

10 A. I did not, do not.

11 Q. What was your first job in the  
12 transportation industry?

13 A. Years ago I drove a courier  
14 van.

15 Q. For what company?

16 A. 123 Delivery.

17 Q. Did you contract for that  
18 position?

19 A. No, I was an employee.

20 Q. You were an employee of 123  
21 Delivery?

22 A. Yes.

23 Q. Was there a company that you  
24 made deliveries for other than 123  
25 Delivery?

1 A. At the time, no.

2 Q. After doing the courier van,  
3 what was your next job in the  
4 transportation industry?

5 A. Um, I believe I got involved  
6 with HomeDeliveryLink.

7 Q. What was your first involvement  
8 with HomeDeliveryLink?

9 A. I saw an ad for contractors,  
10 workers, applied to the ad and they  
11 accepted me. And we went through the  
12 whole process of onboarding and all that.

13 Q. How long did you drive for 123  
14 Delivery as a courier driver?

15 A. Prior to HDL?

16 Q. Yes.

17 A. Over ten years.

18 Q. Do you recall what year it was  
19 that you first saw that ad for HDL?

20 A. I do not.

21 Q. When did you form Traina  
22 Services LLC?

23 A. 2014 was when I -- it was  
24 incorporated, before that I was a d/b/a.

25 Q. What does it mean to you to be

1 a d/b/a?

2 A. Just have a business name  
3 pretty much.

4 Q. Before you formed the LLC did  
5 you file taxes on behalf of your company  
6 as a d/b/a?

7 A. I've always filed taxes under  
8 my, me, as person, personal.

9 Q. Okay.  
10 Did you claim the income that  
11 Traina Services earned while it was a  
12 d/b/a?

13 A. No, because there was no Traina  
14 Services before that.

15 Q. Was Traina Services LLC the  
16 first company that you owned?

17 A. Yes.

18 Q. And other than driving the  
19 courier van, you had no other  
20 transportation experience before you  
21 started driving under Traina Services; is  
22 that right?

23 A. Correct.

24 Q. Did you drive continuously for  
25 HomeDeliveryLink beginning in 2011?

1 A. Yes.

2 Q. Did you take some time off in  
3 2013 and 2014 to do something different?

4 A. No, I don't believe so.

5 Q. The income that you reported  
6 for Traina Services LLC in 2014, is it  
7 your understanding that was paid for by  
8 HDL?

9 A. Can you repeat the question?

10 Q. The income that you reported to  
11 the IRS as being earned by Traina  
12 Services LLC in 2014, is it your  
13 testimony that was paid for by HDL?

14 A. Yeah, they 1099'd me.

15 Q. Have you produced all of the  
16 1099s that you were able to locate?

17 A. Yes.

18 Q. You did not produce a 1099 for  
19 the year 2013; do you know why?

20 A. I couldn't find it.

21 Q. Is it your understanding you  
22 were given a 1099 for 2013?

23 A. Yes.

24 Q. Did you drive for any other  
25 company in 2013?

1 A. No.

2 Q. Did you work for any other  
3 company in 2013?

4 A. No.

5 Q. Did you always drive in the  
6 Buffalo location?

7 A. No -- to start the day, yes.

8 Q. And what I mean is, did you  
9 ever start your day at another warehouse,  
10 such as Syosset or Rochester?

11 A. Oh, no.

12 Q. Was Traina Services LLC based  
13 in Buffalo?

14 A. Yes.

15 Q. What are you currently doing  
16 for work?

17 A. I do the same thing.

18 Q. What is that?

19 A. Transportation business.

20 Q. Under Traina Services LLC?

21 A. Yes.

22 Q. Do you currently operate under  
23 the same Department of Transportation  
24 motor carrier number?

25 A. Yes, I do.

1 Q. And are you contracting with  
2 the company at this time?

3 A. Yes.

4 Q. And who is Traina Services LLC  
5 contracting with?

6 A. I have several at this time.

7 Q. What companies are you  
8 contracting with?

9 A. Um, okay, what does that have  
10 to do with this deposition? I'm confused  
11 on that question. Why does it matter  
12 what I do now?

13 Q. We're allowed to ask a lot of  
14 questions in a deposition, sir.  
15 Who are you currently  
16 contracting with?

17 A. XPO Logistics, Spiro Logistics,  
18 Estes Express, R&L Carriers.

19 Q. How many companies are you  
20 currently contracting with at Traina  
21 Services?

22 A. Five.

23 Q. Did you begin contracting with  
24 those companies after you quit providing  
25 services to HDL?



1           A.       Yes, this asked when I branched  
2       off.

3           Q.       And that was in 2018?

4           A.       I don't recall the exact year.  
5       I believe so.

6           Q.       What did you do when you say  
7       you branched off?

8           A.       Well, when me and HDL parted  
9       ways, business ways as partners or  
10      whatever you want to call, what they  
11      called it, I got other things so that I  
12      could support myself, so.

13          Q.       And the only years that you say  
14      that you drove for a company other than  
15      HDL was in 2016 and 2017; is that right?

16          A.       To the best of my knowledge.

17          Q.       And during 2016 and 2017 you  
18      drove for NFM [sic] and Spirit Delivery,  
19      those two companies?

20          A.       Yes.

21          Q.       Are those two companies that  
22      you're currently contracted with?

23          A.       Spirit, yes, MFM is no longer  
24      in business.

25          Q.       Did you contract with NFM [sic]

1 after 2018?

2 A. I'm not, I don't recall whether  
3 that was. I'm not sure when we, when  
4 they went out of business.

5 Q. Did you contract with Spirit  
6 Delivery in 2018?

7 A. I believe so. I believe so.

8 Q. What type of delivery is Traina  
9 Services doing for Spirit Delivery?

10 A. That was the same type of  
11 deliveries for HDL, appliance delivery.

12 Q. And the other contract work  
13 that you do currently, is it also  
14 appliance deliveries?

15 A. No.

16 Q. What type of work do you do for  
17 the other contracting -- other companies  
18 that you contract with?

19 A. General freights, sporting  
20 goods, furniture.

21 Q. NFM [sic], what kind of work  
22 was Traina Services doing for that  
23 company in 2016 and 2017?

24 A. It's MFM, not N like Nancy.  
25 That was general freight, pallet jack

1 curbside delivery.

2 Q. Are you saying it is N, like  
3 Nancy, FM, like man?

4 A. M like Mary, F like Frank, M  
5 like Mary, MFM.

6 Q. Got it, okay.  
7 And you said it was general  
8 freight?

9 A. Yes, pallet jack curbside.

10 Q. For someone who is not familiar  
11 with what that means, could you describe  
12 what type of deliveries that would  
13 entail?

14 A. Anything that's put on a pallet  
15 and shipped through a warehouse.

16 Q. Are you delivering those items  
17 from one commercial location to another?

18 A. Commercial to residential.

19 Q. So you're delivering directly  
20 to a customer?

21 A. Yes.

22 Q. Okay.

23 Are you the owner of Traina  
24 Services LLC?

25 A. Yes.

1 Q. Has that company been in  
2 business since it was formed in 2014?

3 A. Yes.

4 Q. Where is it formed? Is it a  
5 New York LLC?

6 A. Yes.

7 Q. Does anyone else have an  
8 ownership interest in Traina Services  
9 LLC?

10 A. No.

11 Q. You own 100 percent of the  
12 company?

13 A. Yes.

14 Q. And has that been true for the  
15 entire time that it's been in business  
16 since 2014?

17 A. Yes.

18 Q. The business address for Traina  
19 Services, is it your residential address  
20 that you gave at the beginning of the  
21 deposition?

22 A. Yes, it is.

23 Q. Do you currently have an  
24 ownership interest in any other company  
25 besides Traina Services LLC?

1 A. No.

2 Q. What is your job title with  
3 Traina Services?

4 A. Owner.

5 Q. How many individuals currently  
6 work for Traina Services?

7 A. About 10.

8 Q. Has the number of individuals  
9 that worked for Traina Services  
10 fluctuated over time?

11 A. Yeah, it always does.

12 Q. What is the most number of  
13 individuals that Traina Services has  
14 employed at one time?

15 A. 12 to 15, around there.

16 Q. And do you recall what time  
17 period that was?

18 A. I do not.

19 Q. How many -- what was the fewest  
20 number of individuals that worked for  
21 Traina Services at any one time?

22 A. One.

23 Q. When was that?

24 A. I don't remember the year when  
25 everyone -- when I worked for

1 HomeDeliveryLink, it was just me and a  
2 helper.

3 Q. Was that in the very beginning,  
4 in 2011?

5 A. Yes.

6 Q. Did that change?

7 A. What do you mean?

8 Q. Did you ever increase the  
9 number of employees when you were  
10 contracted with HDL?

11 A. Yeah, when they asked for more  
12 trucks or more teams, yes, I did.

13 Q. When did that happen?

14 A. I don't recall the year.

15 Q. Do you believe it was around  
16 2014?

17 A. Possibly.

18 Q. And at that time how many  
19 employees do you think that you added to  
20 your payroll?

21 A. I think at the most I had three  
22 trucks with them, I wanna say possibly  
23 four, so besides myself and my helper,  
24 four to six other guys, possibly.

25 Q. So if you were operating three

1 trucks, that meant how many employees  
2 they would have to have to operate those  
3 three trucks?

4 A. Besides me? Five.

5 Q. Each truck had a driver and a  
6 helper; right?

7 A. Yes.

8 Q. So if you added a truck you'd  
9 have to add two more employees?

10 A. At their discretion, yes.

11 Q. Did you hire the employees of  
12 Traina certifications?

13 A. I located them, they pretty  
14 much hired them. They did every -- they  
15 did all the work, they had a strict  
16 onboarding.

17 Q. What did you do to locate  
18 employees?

19 A. Word of mouth, sometimes an ad  
20 on Craig's List.

21 Q. And you paid employees through  
22 Traina Services; is that right?

23 A. When it was Traina Services,  
24 yes.

25 Q. Before it was incorporated in

1 2014 and you were operating a d/b/a, how  
2 did you pay employees?

3 A. I don't remember. I don't  
4 recall when -- when that happened, I  
5 don't remember how all they were paid.

6 They were paid but I just, I  
7 don't know, I don't recall how I did it  
8 then before I have a payroll company that  
9 I use now.

10 Q. When did you begin working with  
11 a payroll company?

12 A. When I became incorporated,  
13 2014 I believe. Before that I did it  
14 myself through Intuit Payroll.

15 Q. And did the payroll company  
16 take care of any withholdings that were  
17 required to be made?

18 A. Like, yeah, like payroll taxes  
19 and stuff, yeah.

20 Q. Yes.  
21 And Medicare and that sort of  
22 things for employees?

23 A. Yes.

24 Q. Did they also issue W-2s to  
25 employees of Traina Services?



1 A. Yes.

2 Q. Do you recall the name of the  
3 payroll company that you had to use in  
4 2014?

5 A. Paychex.

6 Q. Do you still use Paychex as  
7 your payroll company?

8 A. Yes.

9 Q. Do you input the amounts that  
10 employees should be paid on -- into  
11 Paychex?

12 A. It's a base salary, pretty  
13 much.

14 Q. And what is that base salary?

15 A. Five hundred a week.

16 Q. Is that for helpers or drivers?

17 A. That's for both, I treat them  
18 equal.

19 Q. So no matter how many stops a  
20 helper or driver may have had, they were  
21 paid \$500.00 flat rate?

22 A. Correct.

23 Q. I'm sorry?

24 A. Yes.

25 Q. Okay.

1                   Was that the case for the  
2           entire time you provided services to HDL?

3           A.       Like I said, I started in 2014  
4           with Paychex. Before that I did it  
5           myself through Intuit, but that was  
6           pretty much, it was payroll, yes.

7           Q.       I'm sorry, my question wasn't  
8           clear on that.

9                   The \$500.00 per week, was that  
10          the same rate you paid to drivers and  
11          helpers since 2011?

12          A.       No, it might have been a little  
13          lower. It increased over time.

14          Q.       Has it ever increased past 500  
15          per week?

16          A.       No.

17          Q.       Do you recall what the rate was  
18          in the beginning in 2011?

19          A.       I don't.

20          Q.       So beginning in 2014, would you  
21          say the average number of employees of  
22          Traina Services was six or more than  
23          that?

24          A.       I don't recall in 2014, that  
25          was seven years ago.

1 Q. What about since 2015, do you  
2 recall that?

3 A. No. It fluctuates.

4 Q. Do you have any records that  
5 would indicate who were the employees of  
6 Traina Services at any given time period?

7 A. I mean whatever Paychex has on  
8 file.

9 Q. Do you have access on Paychex  
10 to W-2s that were issued to your  
11 employees?

12 A. From past years I'm not sure.

13 Q. Why did you form Traina  
14 Services LLC in 2014?

15 A. Why?

16 Q. Yes.

17 A. I was instructed that I needed  
18 to have a corporation --

19 THE WITNESS: Hold on. Let me  
20 get my dog, I'm sorry. Can you guys  
21 hold one second, please?

22 MS. QUILLEN: Sure.

23 THE WITNESS: Sorry about that.

24 MS. QUILLEN: No problem.

25 Q. Who instructed you to form

1 Traina Services LLC?

2 A. I don't recall. It was, I  
3 believe, HomeDeliveryLink.

4 Q. But you don't remember?

5 A. I don't.

6 Q. Do you recall if you considered  
7 creating or forming a corporation  
8 instead?

9 A. No, just what I was told to do  
10 or, you know, what was required to do.

11 Q. Before 2014 did Traina Services  
12 LLC have a Motor Carrier Authority?

13 A. I don't recall when I got the  
14 DOT number.

15 Q. Do you recall how that  
16 happened?

17 A. How I got the DOT number?

18 Q. Yes.

19 A. We went on the website and  
20 applied for one.

21 Q. And you personally handled  
22 those filings?

23 A. Yes.

24 Q. Do you make annual filings with  
25 the Federal Motor Carrier Safety

1 Administration or the Department of  
2 Transportation?

3 A. My insurance does some sort of  
4 filing every year with them.

5 Q. And you're currently authorized  
6 for intrastate transportation or just  
7 inside New York City; is that right?

8 A. No, they're both. I forget the  
9 meaning of both, there is interstate and  
10 intrastate I think.

11 Q. So I-N-T-E-R, interstate; is  
12 that right?

13 A. Yeah, I'm allowed to go to PA  
14 because I have an MC number also.

15 Q. Do you make deliveries to  
16 Pennsylvania?

17 A. Just once a week, possibly one  
18 day they limit it to across in PA.

19 Q. Did you make deliveries to  
20 Pennsylvania for HDL?

21 A. I believe so.

22 Q. And is that when you said you  
23 were making them once a week to  
24 Pennsylvania?

25 A. I don't recall any times for

1       them.

2           Q.       When those deliveries were made  
3       to Pennsylvania, were you personally the  
4       one making those deliveries?

5           A.       For HDL?

6           Q.       Yes.

7           A.       Yes, I've been there for -- for  
8       them. I don't recall how many times  
9       though.

10          Q.       Is that indicated on settlement  
11       statements as an SDO, when you would go  
12       out of town?

13          A.       I believe that's what that  
14       meant, yes, because that was a travel  
15       route.

16          Q.       Have you always had interstate  
17       authority to be able to travel between  
18       New York and other states?

19          A.       Yes.

20          Q.       Your current filing with the  
21       FMCSA lists that you have eight drivers;  
22       is that accurate?

23          A.       That's close for right now,  
24       yes.

25          Q.       And it also states that you

1 have eight power units, is that the  
2 number of trucks that you're currently  
3 operating?

4 A. Yes, close, that gets updated  
5 every year so it could change.

6 Q. And the most that you recall  
7 operating for HDL is four trucks; is that  
8 right?

9 A. I believe it was three,  
10 possibly four, I'm not 100 percent on  
11 that.

12 Q. Have you ever owned trucks, or  
13 do you lease them?

14 A. I lease them through Budget.

15 Q. Has that always been the case?

16 A. Since I started.

17 Q. Why did you make the decision  
18 to lease trucks instead of own them?

19 A. Just easier to handle.  
20 Something happens to the truck, make a  
21 phone call, get it replaced or fixed.

22 Q. So you believe it's easier for  
23 maintenance purposes to do a lease  
24 instead of own?

25 A. Yes.

1 Q. Are you required to handle any  
2 kind of regular maintenance on the leased  
3 trucks?

4 A. Yeah, every 10,000 miles I'm  
5 told it needs to have an oil change PM,  
6 preventative maintenance.

7 Q. Who tells you that, the leasing  
8 company?

9 A. Yes, yes.

10 Q. Other than just an oil change,  
11 if there is any other problems with the  
12 leased vehicle, those are not the  
13 responsibility of Traina Services; is  
14 that right?

15 A. It depends on the situation.  
16 Someone takes a roof off a truck it's  
17 something mechanical, it's not.

18 Q. So if it's not something that  
19 was caused by a driver of Traina Services  
20 but it's normal wear and tear, you're not  
21 responsible for repairing it?

22 A. No.

23 Q. Is that one of the reasons why  
24 you find it beneficial to lease rather  
25 than purchase?



1 A. Yes.

2 Q. And if a driver of Traina  
3 Services does do some damage to the  
4 vehicle, that's an expense that Traina  
5 Services takes on to make the repair; is  
6 that right?

7 A. Unfortunately.

8 Q. Is that an unfortunately yes?

9 A. Yes.

10 Q. Okay.

11 A. Sorry.

12 Q. That's okay. I knew what you  
13 meant, I just wanted to make sure we were  
14 clear on the record.

15 Does Traina Services LLC have  
16 its own business banking account?

17 A. Yes.

18 Q. How long has it had its own  
19 separate banking account?

20 A. For as far as I can recall  
21 since I started.

22 Q. So since 2014 or was it before  
23 when you were operating as a d/b/a?

24 A. I didn't have a -- Traina  
25 Services is not before 2014, so when I

1 opened the corporation or the LLC I had  
2 to get a bank account in that name.  
3 Before that I believe it was just  
4 personal, my personal account and going  
5 through that.

6 Q. So just to clarify, beginning  
7 in 2011, whenever you were operating as a  
8 d/b/a, you believe that Traina Services  
9 operated through your own personal bank  
10 account; is that right?

11 A. Yes.

12 Q. And after the LLC was formed  
13 you opened a business banking account for  
14 Traina Services LLC?

15 A. Yes.

16 Q. The payments that were received  
17 for contracting with HDL, did Traina  
18 Services deposit those into that business  
19 bank account?

20 A. Yes.

21 Q. Whenever Traina Services was  
22 contracting with other businesses in 2016  
23 and 2017, were the amounts that were paid  
24 as contractor services payments also  
25 deposited in that business bank account?

1 A. Yes.

2 Q. You didn't keep those payments  
3 separately?

4 A. They are listed separate when  
5 some other places did direct deposit, HDL  
6 gave me a check, so I knew what was what.

7 Q. But all income, no matter what  
8 the source, would have been deposited  
9 into that business bank account?

10 A. Yes.

11 Q. Did you take a salary while you  
12 had been the owner of Traina Services?

13 A. I didn't have a set salary, no.

14 Q. How did you pay yourself from  
15 Traina Services's bank account?

16 A. After all my expenses, whatever  
17 was left I used for my personal expense,  
18 living.

19 Q. Was that on an annual basis or  
20 weekly, monthly? How did you make that  
21 accounting?

22 A. Every week, whatever was left  
23 and whatever bills I had to pay at the  
24 end of the week.

25 Q. Okay.

1                   So let me make sure I  
2     understand. You would deposit all of the  
3     payments to Traina Services in the  
4     account; is that right?

5           A.       Yes.

6           Q.       And then any expenses for that  
7     week would be paid from that account; is  
8     that right?

9           A.       Um-hum.

10          Q.       Is that a yes?

11          A.       Yes.

12          Q.       And those expenses would have  
13     been expenses of Traina Services LLC; is  
14     that right?

15          A.       Yes.

16          Q.       All right.

17                   So then whatever was left on a  
18     weekly basis after those expenses of  
19     Traina Services were paid, you would then  
20     take the remainder for your payment as  
21     the owner?

22          A.       Whatever was left was left and  
23     if I had bills I would just run them  
24     through that account, personal.

25          Q.       Okay.

1                   So if you had, say, your  
2       personal vehicle or your house note, you  
3       would pay those through the business bank  
4       account?

5           A.       Yes.

6           Q.       So it wasn't a set amount on  
7       any kind of a weekly basis that you took  
8       from the bank account for either payments  
9       for your personal expenses or for  
10      personal uses?

11          A.       No.

12          Q.       At the end of the year did you  
13      make an accounting of what you were paid  
14      personally from the account of Traina  
15      Services?

16          A.       My accountant did all that for  
17      me.

18          Q.       So is that no, you didn't make  
19      that accounting?

20          A.       No.

21          Q.       Who is your accountant that  
22      would have done that for you?

23          A.       Jay Witmar.

24          Q.       Can you spell that?

25          A.       W-I-T-M-A-R, I believe it's

1 spelled.

2 Q. Has he done your accounting  
3 services since 2014?

4 A. I believe so.

5 Q. Any amounts that you would have  
6 taken for the payment of your personal  
7 expenses from the business account would  
8 have been reported to the IRS as your  
9 personal income; is that right?

10 A. I'm not sure how he did it.

11 Q. Do you have any recollection of  
12 the amounts that you would have taken in  
13 any year for your personal expenses from  
14 the bank account of Traina Services?

15 A. I don't.

16 Q. Was there any tie to the work  
17 that you performed personally and what  
18 you took out of the bank business account  
19 at the end of the week?

20 A. No.

21 Q. So depending on the success,  
22 the amount of work that Traina Services  
23 would have had in a given week and what  
24 the expenses were, that determined what  
25 money you received personally; is that

1 right?

2 A. Yes.

3 Q. On some of the tax returns that  
4 you produced there were indications that  
5 there was contract labor; did you ever  
6 contract with any individuals while you  
7 were providing services to HDL?

8 A. I'm not sure how I did my  
9 taxes, whatever he put on there, I'm not  
10 sure.

11 Q. But it's your understanding  
12 that any driver or helper that Traina  
13 Services had while working for HDL would  
14 have been employees?

15 A. Yes.

16 Q. Have there been weeks when you  
17 did not drive for Traina Services?

18 A. I don't recall.

19 Q. Do you have any records that  
20 would indicate what weeks you did drive  
21 for Traina Services?

22 A. I don't.

23 Q. Do you recall if HDL had any  
24 records that indicated when you drove for  
25 Traina Services while operating for HDL?

1           A.       I would assume, yes, I'm not  
2       sure.

3           Q.       Did your accountant have any  
4       involvement in the issuance of payroll to  
5       employees of Traina Services?

6           A.       No.

7           Q.       Have you ever advertised the  
8       business services of Traina Services?

9           A.       Just for employees.

10          Q.       How did you advertise?

11          A.       Craig's List.

12          Q.       You paid for that service?

13          A.       Back then, no. Now, yes.

14          Q.       Do you have business -- excuse  
15       me -- business cards for Traina Services?

16          A.       No, I don't.

17          Q.       Did Traina Services' name  
18       appear on any of the trucks that you  
19       operate in?

20          A.       Every one of them.

21          Q.       How did that appear?

22          A.       A placard on the door.

23          Q.       Can you describe the size of  
24       that placard?

25          A.       It's fits on the side of a



1 door, I don't know, 12 by 13, 14 by 8.

2 Q. Is that a magnetic placard or  
3 is it painted on the door?

4 A. Magnetic.

5 Q. And it also has the DOT number  
6 for Traina Services?

7 A. Correct, yes.

8 Q. Any other signage that you have  
9 on your trucks?

10 A. After Traina Services, no.

11 Q. When you were driving for HDL  
12 did you have those placards on the door?

13 A. I've had them since DOT --  
14 that's a requirement of the DOT to have  
15 those once I acquired a DOT number.

16 Q. And you're not sure when that  
17 occurred; is that right?

18 A. Yeah, I'm not sure exactly.

19 Q. Do you have logos on the shirts  
20 that your helpers or drivers wear?

21 A. They were supplied for by HDL  
22 with their name on it.

23 Q. Have you ever had your drivers  
24 wear shirts with Traina Services on the  
25 logo?

1           A.       No, they're always supplied by  
2 the contractor.

3           Q.       So currently your drivers wear  
4 shirts that are supplied by the company  
5 that Traina Services contracts with?

6           A.       Yes.

7           Q.       What about hats, did you ever  
8 have any hats that said Traina Services?

9           A.       Everything that had to do with  
10 uniforms is supplied by the contractors.

11          Q.       So that's a no, you never had  
12 any hats with Traina Services?

13          A.       Yes, no. No, I have not.

14          Q.       Okay.

15                   And any cost for advertisement,  
16 that would have been paid from the Traina  
17 Services's bank account; is that right?

18          A.       Yes.

19          Q.       So earlier you said that you  
20 learned of the opportunity to contract  
21 with HDL from an advertisement; is that  
22 right?

23          A.       Yes, I believe it was on  
24 Craig's List.

25          Q.       Why was that work something

1 that you were interested in?

2 A. I've been in the business for a  
3 long time, me and my old boss were good  
4 friends and I wanted to do something  
5 different.

6 Q. So you wanted to move on from  
7 driving the delivery van to something  
8 different; is it that right?

9 A. That and the opportunity that  
10 they put in the ad, the wording they  
11 used.

12 Q. What wording do you recall?

13 A. Just the potential income that  
14 you could make with them.

15 Q. Do you recall what the  
16 potential income was in the ad?

17 A. It was 150,000 I believe or  
18 more, 130 or more, somewhere around  
19 there, six figures.

20 Q. Do you recall who you spoke  
21 with before you contracted with HDL?

22 A. The first gentleman, I do not  
23 remember his name.

24 Q. Do you remember what he did for  
25 HDL?

1           A.       He, some regional kind of guy,  
2       came into Buffalo to set everything up.

3           Q.       And you began contracting in  
4       December of 2011; is that right?

5           A.       I don't recall an exact date.

6           Q.       Do you recall it was in 2011  
7       though?

8           A.       I believe that was the year,  
9       yes.

10          Q.       The 2011 1099 that you produced  
11       shows compensation of about 6,500; does  
12       that sound like the amount of payments  
13       that you received from HDL that year?

14          A.       Yeah, when I first started it  
15       might have been only a month, so if it  
16       was December, obviously that was only  
17       about a month of work.

18          Q.       So you don't believe that it  
19       was very long that you were contracted in  
20       2011, it was towards the end of the year?

21          A.       I'm not sure. Based on the  
22       1099 I would say yes.

23          Q.       Do you recall signing a  
24       contract when you started sometime --  
25       sometime in the end of 2011 in Buffalo?

1           A.       Yeah, they had some sort of  
2       agreement, yes.

3           Q.       Have you searched for that  
4       agreement that you recall signing?

5           A.       I have. I can't find it  
6       anywhere.

7           Q.       And at that time do you recall  
8       if you signed in your individual capacity  
9       or on behalf of your d/b/a?

10          A.       I don't remember that.

11          Q.       Do you recall signing more than  
12       one version of an agreement with HDL?

13          A.       There was multiple signatures,  
14       I'm not sure what exactly they all were,  
15       if they were different or the same.

16          Q.       And you haven't located any of  
17       those agreements?

18          A.       No, I have not.

19          Q.       Over the time period that you  
20       were contracted with HDL, do you recall  
21       how many drivers you had over that period  
22       of time?

23          A.       I do not.

24          Q.       If the records I have show that  
25       there were eight drivers, does that sound

1     like a right number?

2           A.       For HDL? No, I've never had  
3     eight drivers for HDL.

4           Q.       Okay.

5                    I'm just going to go through  
6     these names. Let me know if these are  
7     names that you recall for drivers that  
8     there were employed by Traina Services.

9                    Aaron --

10          A.       You mean currently?

11          Q.       I'm sorry?

12          A.       Currently employed or --

13          Q.       No, just over the time period  
14     since 2011 --

15          A.       Okay.

16          Q.       -- until 2018, when you quit  
17     driving for HDL; okay?

18          A.       Yup.

19          Q.       Aaron McAbe, M-C-A-B-E?

20          A.       I don't recall the name. I'm  
21     bad at names, but I don't recall that  
22     name.

23          Q.       Okay.

24                    The next one, forgive me, I'm  
25     not sure how to pronounce it, Slafias

1 Sancher, S-A-N-C-H-E-R, the last name.  
2 The first name is S-L-A-F-I-A-S, Slafias  
3 Sancher?

4 A. Slafias Satcher.

5 Q. Is it S-A-T-C-H-E-R?

6 A. Yes.

7 Q. Do you recall that employee?

8 A. Yes.

9 Q. Okay, here's another one. Dan  
10 W-L-O-S-K-I-W-O-I-C-Z?

11 A. Yes.

12 Q. How do you pronounce that?

13 A. No idea.

14 Q. All right.

15 You do recall Dan W. though?

16 A. Yes.

17 Q. And do you recall what time  
18 period he was an employee of Traina  
19 Services?

20 A. Towards the end, I wanna say,  
21 of the HDL. I'm not sure what year that  
22 was.

23 Q. 2017/2018, that time period?

24 A. Yes, '18.

25 Q. And going back to Mr. Satcher,

1 do you recall what time period he was an  
2 employee?

3 A. I do not.

4 I don't remember what I did  
5 five minutes ago.

6 Q. All right.

7 Do you remember an employee  
8 named Devon Ceisla, C-E-I-S-L-A?

9 A. Yes.

10 Q. Do you recall what time period  
11 he was employed by Traina Services?

12 A. I do not.

13 A lot of these guys were --  
14 could have been fill-in's, on a day-to-  
15 day basis, it just depended; but I don't  
16 remember the dates, no.

17 Q. Okay.

18 How about Hilberto Colon,  
19 H-I-L-B-E-R-T-O, C-O-L-O-N?

20 A. I don't recall the name.

21 Q. Jeritt Wilson, J-E-R-I-T-T,  
22 W-I-L-S-O-N?

23 A. Yes.

24 Q. Do you recall what time period  
25 he was employed by Traina Services?



1 A. I do not.

2 Q. Steve Bertine, B-E-R-T-I-N-E?

3 A. T-I-N-I, yes.

4 Q. T-I-N-I, sorry.

5 A. And no, I don't remember what  
6 year.

7 Q. And Tony Blattenberger?

8 A. Yes.

9 Q. Do you recall what time period?

10 A. I don't.

11 Q. Did any of those employees also  
12 drive for the other companies that you're  
13 contracted with in 2016 and 2017?

14 A. No.

15 Q. So they were solely driving for  
16 Traina Services and performing for HDL?

17 A. Yes.

18 Q. Do you recall for any of those  
19 employees that -- whose name you  
20 recognized, whether you would have  
21 located them through advertisements on  
22 Craig's List?

23 A. I don't recall that.

24 Q. Do you recall interviewing any  
25 of them before hiring them?

1 A. Phone interview, yes.

2 Q. Do you recall if they did any  
3 other work for Traina Services?

4 A. I do not, other than delivery.  
5 No, that's all they did.

6 Q. And do you recall if they  
7 continued to work for Traina Services  
8 after May of 2018?

9 A. When I was no longer with HDL?

10 Q. Yes.

11 A. I don't recall. Maybe one or  
12 two, but I don't recall.

13 Q. Do you recall receiving  
14 delivery settlement statements from HDL?

15 A. Yeah, each time I got a check.

16 Q. How would those have been  
17 transmitted to you, electronically or by  
18 paper?

19 A. By paper.

20 Q. Okay.

21 MS. QUILLEN: Give me just a  
22 minute. I'm trying to open up a file  
23 on my computer.

24 THE WITNESS: Sure.

25 Just give me two seconds, I'll

1 be right back. Hold on one second?

2 MS. QUILLEN: Sure.

3 (Exhibit 1, Document bearing  
4 Bates numbers HDLK2274, having been  
5 marked for identification, was shown  
6 to the witness on Ms. Quillen's  
7 shared screen.)

8 MS. QUILLEN: Mr. Traina, can  
9 you see a screen that I'm sharing  
10 with an Excel file?

11 THE WITNESS: Yes.

12 MS. QUILLEN: All right. This  
13 is what I'm going to mark as Exhibit  
14 1. It's an electronic copy of an  
15 Excel spreadsheet and it is Bates  
16 numbered HDLK2274.

17 CONTINUED EXAMINATION BY MS. QUILLEN:

18 Q. Does this appear to be similar  
19 to the delivery settlement statement that  
20 you would have received in a printout  
21 from HDL?

22 A. Exactly.

23 Q. So on a weekly basis you would  
24 have received a document that looked like  
25 Exhibit 1; is that right?

1           A.       I don't remember -- I don't  
2       remember if it was every week, whether it  
3       was every two weeks that they gave us  
4       checks, you know, two of those in the  
5       envelope, I believe, but yes, that's what  
6       it would look like.

7           Q.       Okay.

8                    So your payments would have  
9       been put on a check every two weeks and  
10      you would have received a separate  
11      delivery settlement statement for each  
12      week; is that right?

13          A.       When I got the check they had  
14      whatever, yes, they had what that -- what  
15      you're showing me, I believe two of them  
16      with the check.

17          Q.       Okay.

18          A.       So you can compare, you know, a  
19      lot of their -- what they have on there.

20          Q.       All right.

21                    So it would have shown the  
22      location where you were providing  
23      services is Buffalo; right?

24          A.       Yes.

25          Q.       And it would have given the end

1 of the week date; is that right?

2 A. Yup.

3 Q. And this Exhibit 1 shows  
4 December 10th of 2011; is that right?

5 A. I see that, yes.

6 Q. Okay.

7 And you're shown as the driver;  
8 is that right?

9 A. Yes.

10 Q. If there was another driver  
11 that was operating for Traina Services,  
12 it would have shown that driver's name on  
13 the settlement sheet; is that right?

14 A. I don't recall. I believe so.  
15 I don't remember, I never really looked  
16 up there. I was just more worried about  
17 what they took out of the truck.

18 Q. Okay.

19 And TNA, was that the  
20 abbreviation for Traina Services?

21 A. That's what they put me in as,  
22 yes.

23 Q. Okay.

24 And on this settlement  
25 statement it shows that there was some

1 amount paid for Tuesday, Wednesday,  
2 Thursday, Friday and Saturday; is that  
3 right?

4 A. Yes.

5 Q. Okay.

6 I'm going to ask you first  
7 about the date Tuesday, December 6th, it  
8 shows a flat rate DEL, delivery, type; is  
9 that right?

10 A. Yes.

11 Q. And it shows something coded as  
12 DT; do you recall what that means?

13 A. That would have been a shuttle  
14 like to just take product from their  
15 warehouse to the Sears store.

16 Q. Okay.

17 And did that stand for  
18 dedicated truck?

19 A. Yes.

20 Q. Okay.

21 Do you recall -- I'm sorry.

22 MS. QUILLEN: Let me ask  
23 another question about this week.

24 Q. You would have been paid a flat  
25 rate for that shuttle truck or dedicated

1 truck; is that right?

2 A. Yes.

3 Q. So it was 400 flat rate, plus  
4 some mileage for that day; is that right?

5 A. Yes.

6 Q. And you were paid a fuel rate  
7 of 50 cents per mile; right?

8 A. I don't recall what the amount  
9 was, but yes, there was some sort of fuel  
10 reimbursement.

11 Q. Okay.

12 Do you see that there is a fuel  
13 rate on this settlement sheet of 50  
14 cents?

15 A. I see \$3.98.

16 Where are you looking?

17 Q. At the top --

18 A. Oh, I see it, yes.

19 Q. Under 6G?

20 A. Yeah, I see that. I see that,  
21 yes.

22 Q. So you would have driven eight  
23 miles at 50 cents per mile; is that  
24 right?

25 A. Yes.

1 Q. Okay.

2 And then the next day it's  
3 Wednesday, December 17, 2011, there is a  
4 flat rate delivery type coded CA; do you  
5 recall what that stood for?

6 A. I do not.

7 Q. You were paid a flat rate for  
8 the truck for whatever that delivery was  
9 that day of \$300.00; is that right?

10 A. That's what it looks like, yes.

11 Q. And then the remaining days of  
12 that week, Thursday, Friday and Saturday,  
13 in the column "Completed Stops," it has  
14 different numbers; is that right?

15 A. Yes.

16 Q. And so on, for example,  
17 Thursday there would have been eight  
18 completed stops?

19 A. Yes.

20 Q. When you had a completed stop,  
21 what was that?

22 A. That the stop was concluded, in  
23 other words, installed.

24 Q. Okay.

25 But you would have picked up



1 your entire load for the day from the  
2 warehouse in Buffalo; is that right?

3 A. Yes.

4 Q. And then there would have been  
5 eight separate deliveries, not  
6 necessarily items but eight separate  
7 stops that you would have made to make  
8 some delivery?

9 A. Right, it could be more but it  
10 says completed stops and so it was  
11 completed for that day; if there were 10  
12 stops and two people might not have been  
13 at home.

14 Q. Okay.

15 If there was a stop that wasn't  
16 completed would it show here in the  
17 column "Incomplete Stops"?

18 A. I don't remember what that was  
19 for.

20 Q. Okay.

21 Do you recall what the column  
22 "Go Back" was for?

23 A. I do not.

24 Q. And what about the column that  
25 says "Specials"; do you recall what that

1 column was for?

2 A. That was if they added a little  
3 extra maybe to a route because customer  
4 asked for something more than what they  
5 wanted done, and they would just tell the  
6 customer yes and maybe add a little  
7 compensation, but as you can see there's  
8 nothing there, so.

9 Q. Okay.

10 Or if we see those on another  
11 settlement statement, I may ask you  
12 questions about what the specials were  
13 but there aren't any that appear on this  
14 settlement statement, Exhibit 1; right?

15 A. Right. I wouldn't recall what  
16 they were for if you hadn't them up  
17 there, but yes, that would go maybe for  
18 an extra, I'm not sure what exactly.

19 When they did this sheet here  
20 they put things in spots that made no  
21 sense sometimes.

22 Q. You were paid a flat rate for  
23 each completed stop; is that right?

24 A. I don't recall how that worked.

25 Q. Okay.

1 A. I wanna say yes.

2 Q. And then at the end of the  
3 settlement sheet it adds up your total  
4 compensation is 1,947 and change; is that  
5 right?

6 A. Yes.

7 Q. Okay.

8 The bottom of the settlement  
9 sheet there is more figures under "Due  
10 HomeDeliveryLink"; do you see that?

11 A. Yes.

12 Q. Were these items that were  
13 withheld from the compensation?

14 A. Yes, yes, they took in a  
15 Worker's Comp, they took an insurance  
16 comp like their -- yes, they took money  
17 out, correct; and I believe at the bottom  
18 the total was total due to them, that  
19 company, it says 630.89.

20 Q. So \$630.00 was withheld, and  
21 then the net that you were paid for the  
22 week was 1,316; is that right?

23 A. Right. When you used the word  
24 "withheld," it was never returned, that  
25 was money they took and kept, yes.

1 Q. Okay.

2 But you were paid the 1,316;  
3 right?

4 A. Correct, yes.

5 Q. The Workers' Comp withheld here  
6 of \$82.00; was that to cover your  
7 Workers' Comp?

8 A. I had my own, so I don't know  
9 what that was for. I had to have -- I  
10 had to carry my own also, so I don't  
11 understand why that was taken.

12 Q. Do you recall if later in time  
13 there was no Workers' Comp, in 2014 for  
14 example?

15 A. I don't remember, you'd have to  
16 look at the manifest again.

17 Q. All right. We'll take a look  
18 at that later.

19 And then under "Contractor's  
20 insurance package \$138.89," do you know  
21 what that covered?

22 A. Say that again, I'm sorry.

23 Q. "Contractor's insurance  
24 package" shows as \$139.88; do you know  
25 what that insurance was for?

1           A.       That I have no idea because I  
2       carried my own, so no, I do not.

3           Q.       And then under "Miscellaneous"  
4       there is a \$335.00 loan payment. Do you  
5       recall what loan you were given by HDL?

6           A.       That might have been a start-up  
7       to help when you first start, help up  
8       with expenses that may arise.

9           Q.       Okay.  
10                    Do you recall signing a loan  
11       agreement with HDL?

12          A.       Yes, I do.

13          Q.       And at some point I assume that  
14       loan was paid off?

15          A.       Correct, yes.

16          Q.       And the loan was paid by Traina  
17       Services?

18          A.       Well, they took it out of the  
19       settlements, so yes.

20          Q.       All right.

21                    Take a look at Exhibit 2.

22                    (Exhibit 2, Document bearing  
23       Bates numbers HDLK2280, having been  
24       marked for identification, was shown  
25       to the witness on Ms. Quillen's

1 shared screen.)

2 MS. QUILLEN: For the record,  
3 it's Bates number HDLK2280.

4 THE WITNESS: I'm not the only  
5 one with dogs.

6 MS. QUILLEN: Well, that's fun,  
7 the file is corrupt.

8 Let me see if I can get this to  
9 open.

10 Here we go. All right.  
11 Exhibit 2 is another Excel file,  
12 there's several tabs at the bottom,  
13 we're going to be looking at the one  
14 labeled TNA-TNA.

15 CONTINUED EXAMINATION BY MS. QUILLEN:

16 Q. Do you see that, sir?  
17 Mr. Traina, do you see Exhibit 2, another  
18 spreadsheet?

19 A. What was I looking at?

20 Q. This is another spreadsheet,  
21 it's Exhibit 2, it's settlement statement  
22 for December 17, 2011; do you see that?

23 A. Yes, I see.

24 Q. Okay.

25 And this is the same format as

1 Exhibit 1 that we just reviewed; is that  
2 right?

3 A. Correct.

4 Q. Okay.

5 Now this one does have an  
6 indication of one incomplete stop; do you  
7 recall it if you were paid for incomplete  
8 stops?

9 A. I don't recall.

10 Q. In the last column that says  
11 "Flat Rate Delivery Type" there is an  
12 indication of two days with a flat rate  
13 paid for a truck under a coding called  
14 SH; do you recall if that's another  
15 shuttle run?

16 A. Okay. As I see this it brings  
17 back more memories. \$300 was the  
18 shuttle, as I said, for the store. That  
19 other one, that dedicated, I believe that  
20 might have been like a contract sale, so  
21 like a new build where you just go to one  
22 location and they're just, you know,  
23 people haven't moved in yet, like a condo  
24 complex, something like that is kind of  
25 what I recall.

1           Q.       So it would have been a similar  
2       delivery, just instead of a retail  
3       location, it would have been to a  
4       customer location but not a residential  
5       occupied space?

6           A.       Correct.   Soon to be occupied,  
7       but yes, it was not occupied at the time.

8           Q.       All right.

9                   And this settlement statement  
10       again shows that loan payment of \$335.00?

11          A.       I see that, yes.

12                   Administration fee was on there  
13       also.   I don't think it was on the first  
14       one.   That was also a percentage they  
15       also took out of the check.

16          Q.       Okay.

17          A.       For whatever reason they took  
18       it.

19                   MS. QUILLEN:   This is not going  
20       to cooperate with me.   Give me just a  
21       moment.   Sorry, it's going to take  
22       longer than I wanted it to.

23                   All right.   We are looking at a  
24       file that's been marked as Exhibit 3,  
25       this is Bates number HDLK2286.



1                   (Exhibit 3, Document bearing  
2           Bates numbers HDLK2286, having been  
3           marked for identification, was shown  
4           to the witness on Ms. Quillen's  
5           shared screen.)

6                   MS. QUILLEN: This is another  
7           spreadsheet, sir, we are going to  
8           look at the tab that says TNA.

9           CONTINUED EXAMINATION BY MS. QUILLEN:

10           Q.       Do you see that now?

11           A.       Yes.

12           Q.       All right.

13                   Yes. And this is the next week  
14           of December 24, 2011; do you see that?

15           A.       Yes.

16           Q.       All right.

17                   On this spreadsheet, it's very  
18           similar to the other two we've looked at,  
19           but it looks like there is another  
20           miscellaneous deduction here and it's for  
21           \$170.00 for qualification fee for D.  
22           Traina; do you recall what that was for?

23           A.       That's what they charged me to  
24           run backgrounds or drug tests or whatever  
25           it might have been, I'm not sure that

1 amount, but whatever they ran on a helper  
2 or a driver is what they charged.

3 Q. Okay.

4 So it might have been not for  
5 you but for one of the drivers or helpers  
6 that Traina Services hired that charge  
7 would have appeared on your settlement  
8 statement?

9 A. Yeah, I'm not sure who that was  
10 for. I believe that could have been me.  
11 I'm not sure if they changed the name on  
12 that box, you know, for the other guys  
13 once they were qualified.

14 THE WITNESS: I'm not sure that  
15 how that came across, but I have a  
16 question. Could I -- is there any  
17 way to get five minutes? My phone is  
18 blowing up and I need to go take care  
19 of something for five minutes; is  
20 that possible?

21 MS. QUILLEN: Sure, let's take  
22 a 10-minute break, take care of any  
23 personal things that you need to take  
24 care of and we will be back here at  
25 12 -- I'm sorry, your time is 3:09.

1 THE WITNESS: Okay, so what do  
2 I do? Do I leave this on or do I  
3 come back and do what I did when I  
4 first signed on?

5 MS. QUILLEN: It's probably  
6 best to just turn on off the video  
7 and audio so you don't have to  
8 reconnect.

9 MR. WEBER: Can the help person  
10 just put me and Mr. Traina in the  
11 side conference room and then he can  
12 join?

13 THE VIDEOGRAPHER: Going off  
14 the record, the time is 3:09.

15 (Whereupon, a brief recess was  
16 taken.)

17 THE VIDEOGRAPHER: We are back  
18 on the record. The time is 3:21.

19 CONTINUED EXAMINATION BY MS. QUILLEN:

20 Q. All right. Mr. Traina, before  
21 we took the break we were looking at  
22 Exhibit 3, spreadsheet for the week of  
23 December 24, 2011.

24 A. Yes.

25 Q. I wanted to ask you to confirm

1     that the settlement statement shows that  
2     you were the driver for five days this  
3     week; is that right?

4           A.     That's what it looks like, yes.

5           Q.     Do you know who input you as  
6     the driver for these specific dates and  
7     deliveries?

8           A.     I do not recall, no.

9           Q.     Do you have any reason to think  
10    that you may not have been the driver for  
11    these deliveries?

12          A.     No.

13          Q.     Was there ever any accounting  
14    that did at the end of the week to ensure  
15    that the settlement statement was correct  
16    for your deliveries?

17          A.     I might have wrote on a piece  
18    of paper each day how many I had, but  
19    there's nothing I can find or have.

20          Q.     Okay.

21                 But as you sit here today, you  
22    don't have any reason to think that if  
23    you were shown as the driver, that you  
24    weren't actually the driver for these  
25    deliveries?

1           A.       No, if I'm listed I should have  
2       been the driver.

3                   MS. QUILLEN:   Okay.

4                   The next settlement statement  
5       that I have is a -- Exhibit 4, Bates  
6       number HDLK2291. Give me just a  
7       moment to open it.

8                   (Exhibit 4, Document bearing  
9       Bates numbers HDLK2291, having been  
10      marked for identification, was shown  
11      to the witness on Ms. Quillen's  
12      shared screen.)

13      CONTINUED EXAMINATION BY MS. QUILLEN:

14           Q.       Okay. Give me just a moment.

15           A.       Is that the same one as the  
16      last one?

17           Q.       All right. So Exhibit 4 is a  
18      settlement statement under the tab TNA  
19      for the week ending December 31, 2011; do  
20      you see that?

21           A.       Yes.

22           Q.       I'm not going to ask you  
23      questions that you already answered;  
24      there's a few things on the settlement  
25      statement that are different.

1 Under "Pads and Ties" there is  
2 an amount of \$87.50; do you see that?

3 A. Yeah, that was for equipment  
4 that they supplied, tie-downs and carry  
5 straps, things like that.

6 Q. Okay.

7 It specifically lists six pads,  
8 10 tie-downs, one floor slider and one  
9 team strap; do you see that?

10 A. I do.

11 Q. And it looks like they divide  
12 the amount into two payments?

13 A. Yes.

14 Q. Do you recall if that was  
15 something that you requested the division  
16 between two settlement statements?

17 A. No, they just did whatever they  
18 felt necessary.

19 Q. Okay.

20 Do you recall who it was  
21 specifically who would have been making  
22 that decision at this time in 2011 at  
23 HDL?

24 A. I do not.

25 Q. Okay.

1                   For this number of pads and  
2                   tie-downs, do you recall if that was for  
3                   one truck or more than one?

4           A.       No, that would be one truck at  
5                   that point.

6           Q.       Okay.

7                   Were these pads and ties that  
8                   you needed at the startup of your  
9                   business?

10          A.       That was just to tie down  
11                   their -- their, um, whatever they put on  
12                   our truck, tie it down so it didn't get  
13                   damaged and we covered with pads.

14          Q.       These were things that you  
15                   didn't need repeatedly though, they were  
16                   needed up front for you to operate your  
17                   truck; right?

18          A.       Yeah, that was enough for that  
19                   truck, correct.

20          Q.       Did you have the option of  
21                   buying those pads and tie-downs at some  
22                   other location?

23          A.       I don't recall.

24          Q.       Later in time during your  
25                   business did you ever buy pads and

1 tie-downs and things for your truck  
2 separate from HDL?

3 A. I don't recall when I started  
4 buying my own, no.

5 Q. But at some point you did buy  
6 some separate from HDL?

7 A. It could have been after I  
8 wasn't with them any longer.

9 Q. Okay.

10 But it could have been while  
11 you were still driving for HDL?

12 A. I'm not sure.

13 Q. Okay.

14 And then under "Uniform" it  
15 shows three jackets, five shirts, one of  
16 two payments; do you see that?

17 A. Yes.

18 Q. Do you recall if those were  
19 jackets and shirts for your helper at  
20 this time?

21 A. That was just whatever they  
22 supplied for their -- with their name on  
23 it. I'm not sure who it was for or not.

24 Q. Okay.

25 So it could have been for your



1 helper, you don't recall?

2 A. Could have been for me or the  
3 helper or both, I'm not sure.

4 Q. Okay.

5 All right. That's all the  
6 questions I have on Exhibit 4.

7 MS. QUILLEN: I believe that's  
8 the last statement for 2011.

9 Q. So we looked at four separate  
10 statements for four separate weeks in  
11 December of 2011; is that right?

12 A. Yes.

13 Q. Okay.

14 MS. QUILLEN: Exhibit 5 under  
15 the tab TNA relates to the week  
16 ending of January 7, 2012.

17 (Exhibit 5, TNA re the week  
18 ending of January 7, 2012, having  
19 been marked for identification, was  
20 shown to the witness on Ms. Quillen's  
21 shared screen.)

22 CONTINUED EXAMINATION BY MS. QUILLEN:

23 Q. Is that right?

24 A. Yes.

25 Q. And you're again shown as the

1 driver for this settlement statement?

2 A. Yes.

3 Q. And the pads and ties, the  
4 uniforms that we talked about here, here  
5 again is the second payment; is that  
6 right?

7 A. Yes.

8 Q. All right.

9 And then there is a performance  
10 bond that appears on this settlement  
11 statement that hasn't been on any  
12 previous settlement statement; do you  
13 know what that performance bond of  
14 \$100.00 is?

15 A. They took so much every week  
16 until they got to a certain amount to  
17 have kind of like a cushion amount.

18 For example, just say \$5,000, I  
19 don't remember the amount, but it could  
20 have been 5000 per truck, once they get  
21 the 5000 they stop taking that out.

22 Q. And when you terminated your  
23 contracting relationship with HDL, did  
24 they refund the performance bond to you?

25 A. Minus any fictitious claims

1       they had, yes.

2           Q.       Do you have any outstanding  
3       claims against HDL for amounts that you  
4       claim that they are owed -- that you're  
5       owed?

6           A.       No, I do not.

7           Q.       Okay.

8                    All right. That was my only  
9       question on Exhibit 5.

10           MS. QUILLEN: We are going to  
11       open Exhibit 6, which is Bates  
12       numbered HDLK2018.

13                    (Exhibit 6, Document bearing  
14       Bates numbers HDLK2018, having been  
15       marked for identification, was shown  
16       to the witness on Ms. Quillen's  
17       shared screen.)

18           THE WITNESS: Are you still,  
19       there? I can't hear you, Emily.

20           MS. QUILLEN: I'm here, I'm  
21       sorry, my Excel is not cooperating.

22           THE WITNESS: If my camera  
23       kicks out just let me know.

24           MS. QUILLEN: All right.

25                    We are looking at the file now

1 Exhibit 6, and it relates to the week  
2 ending of January 14, 2012.

3 CONTINUED EXAMINATION BY MS. QUILLEN:

4 Q. Do you see that?

5 A. Yes.

6 Q. All right.

7 And the item that I want to ask  
8 you about here under that last column  
9 "Flat Rate Delivery Type," there is an  
10 indication of SDO.

11 Earlier you said that that  
12 would have been an out-of-town delivery;  
13 is that right?

14 A. I believe so. I don't recall  
15 exactly. I believe so. I'm not sure  
16 what SDO meant.

17 Q. Okay.

18 So on this day there is a flat  
19 rate truck payment of \$100.00; is that  
20 right?

21 A. Yeah, that makes no sense but  
22 okay, yes.

23 Q. And then there is also some  
24 completed stops that are paid and the  
25 mileage of 180; do you see that?

1 A. Yes.

2 Q. Does that look like the mileage  
3 would have been for an out-of-town  
4 delivery?

5 A. Oh, yeah, 180 miles, yes, I  
6 suppose.

7 Q. Okay.

8 A. It wouldn't be out of --

9 Q. Sorry, go ahead.

10 A. It wouldn't be out-of-state, it  
11 would be same state but mileage-wise down  
12 south probably.

13 Q. Okay.

14 So an SDO would have been out  
15 of town and it might have been out of  
16 state?

17 A. Yeah, it would have been more  
18 miles than that though, but yes.

19 Q. Okay.

20 On this delivery it looks like  
21 there's a special paid of \$20.00; do you  
22 see that?

23 A. I see that.

24 Q. And earlier you said that a  
25 special could be anything that would make

1 the work a little more difficult or some  
2 special customer service that was given;  
3 is that right?

4 A. Yeah, I couldn't even tell you  
5 what that was for.

6 Q. Do you recall ever negotiating  
7 an additional amount for a special?

8 A. No.

9 Q. Do you ever recall asking for  
10 additional compensation to make any kind  
11 of special delivery or an SDO delivery?

12 A. No.

13 Q. Do you recall if you ever  
14 negotiated anything on your rate paid by  
15 HDL?

16 A. No, their rate was their rate,  
17 there was no negotiating for this.

18 Q. And there is another uniform  
19 deduction for two shirts, a jacket and a  
20 winter hat.

21 Again, you don't know if that  
22 was clothes for yourself or your helper  
23 or another driver; is that right?

24 A. Yeah, I don't know who that was  
25 for.

1 MS. QUILLEN: I'm going to open  
2 another spreadsheet, hopefully it  
3 works, Exhibit 7.

4 (Exhibit 7, Document bearing  
5 Bates numbers HDLK2023, having been  
6 marked for identification, was shown  
7 to the witness on Ms. Quillen's  
8 shared screen.)

9 MS. QUILLEN: Bates number  
10 HDLK2023. I don't know, it keeps  
11 telling me my file is corrupt.

12 CONTINUED EXAMINATION BY MS. QUILLEN:

13 Q. Okay.

14 So on this spreadsheet there  
15 are two tabs here, one that has TNA-TNA  
16 and another one that says TNA-TNA2.

17 Do you recall ever receiving  
18 settlement statements in multiples like  
19 that for a week?

20 A. I don't remember. I don't  
21 even -- no, I don't remember, like  
22 sometimes they paid every two weeks.

23 So I think in the beginning, to  
24 be honest with you, they paid every week,  
25 and then it changed to every two weeks,

1 is my recollection, and that's why on  
2 some of these it might say 2, that would  
3 have been week two.

4 Q. Regardless of how frequently  
5 you received checks, you did get a  
6 settlement statement for each week?

7 A. Yes. So if you looked at the  
8 one you just said, then you look at two,  
9 it's probably the week following the week  
10 prior to that one.

11 Q. Okay.

12 We will take a look, I think  
13 it's for the same week but we will  
14 explore that.

15 So the first tab, TNA-TNA, is  
16 for week ending January 21, 2012; do you  
17 see that?

18 A. I do.

19 Q. And you're shown as the driver  
20 here?

21 A. Yes.

22 Q. Okay.

23 Now I'm going to click on the  
24 second tab that's TNA-TNA2. This is also  
25 for week January 21, 2012 and you as the



1 driver; do you see that?

2 A. Yes.

3 Q. Okay.

4 So the time period appear to be  
5 overlapped. On the second tab it shows  
6 you as completing the SH, shuttle,  
7 delivery, 86 miles on Thursday, January  
8 19; do you see that?

9 A. Yeah, I only see that one day  
10 on that one, 80.

11 Q. Okay.

12 We're going to go back to the  
13 first tab and look at that January 19th,  
14 looks like there was also a DT flat  
15 delivery type dedicated truck for 33  
16 miles that same day; do you see that?

17 A. Yeah, they probably added that  
18 to that shuttle because that shuttle  
19 didn't take too long to do.

20 Q. Okay.

21 So on that day you had two flat  
22 rate amounts that were paid to you; is  
23 that right?

24 A. That's what it looks like, yes.

25 Q. Okay.

1 All right. That's all I have  
2 on that exhibit.

3 MS. QUILLEN: We're going to  
4 open Exhibit 8.

5 (Exhibit 8, Document bearing  
6 Bates numbers HDLK2029, having been  
7 marked for identification, was shown  
8 to the witness on Ms. Quillen's  
9 shared screen.)

10 MS. QUILLEN: Bates numbers  
11 HDLK2029. This is a file that  
12 relates to the week ending January  
13 28, 2012.

14 CONTINUED EXAMINATION BY MS. QUILLEN:

15 Q. Do you see that?

16 A. I do.

17 Q. All right.

18 So far we've been moving  
19 consecutively week by week; is that  
20 right?

21 A. Yes.

22 Q. Okay.

23 The thing I want to note and  
24 ask you about here on this settlement  
25 sheet for January 28th is, there is a

1 merchandise claim of \$158.78?

2 A. Yes.

3 Q. Do you recall as you sit here  
4 today what that would have related to?

5 A. That's (inaudible) frequently  
6 for whatever reasons I had.

7 (Witness frozen on screen.)

8 Q. Mr. Traina, I'm not sure if  
9 it's my internet --

10 A. (Inaudible).

11 MS. QUILLEN: I'm sorry, I  
12 didn't get your answer, you kind of  
13 froze on my end. I don't know if  
14 it's my internet or not.

15 Q. But could you say again, as you  
16 sit here today, what that merchandise  
17 claim is? Do you recall what that was?

18 A. I don't recall what it was. It  
19 was a claim they took out for some sort  
20 of damage.

21 Q. Okay.

22 And there is a place for in-  
23 home damage, that's actual damage to a  
24 customer's home when the delivery is  
25 being made, the floor being scratched or

1 the wall being dinged; is that right?

2 A. Yes.

3 Q. And the merchandise claim could  
4 have been the item that you were  
5 delivering was damaged and somehow either  
6 in the delivery or at some point in time  
7 before it arrived at the customer's home;  
8 is that right?

9 A. Exactly. It could have been in  
10 the box damaged, but yes.

11 Q. Okay.

12 And from looking at this  
13 settlement sheet you can't tell if this  
14 was a merchandise claim that was caused  
15 by your helper or by you; is that right?

16 A. No idea.

17 Q. Okay.

18 Did you keep any records that  
19 would have indicated who caused what  
20 merchandise claim?

21 A. If I did I no longer have them.

22 Q. If it was another helper or  
23 another driver who caused the damage,  
24 would you have deducted that off of their  
25 weekly pay amount?

1           A.       Normally I think they just took  
2       it out of my settlement and I ate the  
3       cost.

4           Q.       All right.

5                    So no matter who caused the  
6       damage, another driver, you, or a helper,  
7       that would have been an expense that  
8       Traina Services absorbed rather than  
9       passing it through to any specific  
10      individual worker; is that right?

11          A.       Yeah, or as I started to say,  
12      they took it right out.

13          Q.       All right.

14                   Now, we looked at several of  
15      these spreadsheets now, would you agree  
16      that on any given week you would have  
17      worked different days, different numbers  
18      of days, different number of deliveries;  
19      is that right?

20          A.       Yes.

21          Q.       And you didn't have any set  
22      ahead of schedule?

23          A.       What does that mean?

24          Q.       Like you didn't work Monday  
25      through Friday or only on the weekends,

1 your schedule varied through the weeks?

2 A. They expected us to be there  
3 Monday through Saturday at a certain  
4 time.

5 Q. Okay.

6 And if you weren't shown as  
7 making deliveries on a given day, what  
8 was the reason for that?

9 A. I'm not sure what it would have  
10 been.

11 Q. Okay.

12 Were there times though when  
13 you didn't want to work and you told them  
14 you were going to be off on a given day?

15 A. Not that I recall.

16 Q. Were there days when they  
17 didn't have deliveries for you to  
18 complete and so they wouldn't call you to  
19 let you know there was work?

20 A. If that was the case they would  
21 have let me know ahead of time, but...

22 Q. Okay.

23 Would you have known at least  
24 the day beforehand that you wouldn't be  
25 making deliveries the next day?

1 A. Yes.

2 Q. Was there any kind of schedule  
3 that you were given in advance other than  
4 that day before the call that you might  
5 have received.

6 A. No.

7 Q. Okay.

8 When you had drivers that were  
9 employed by Traina Services, how were  
10 those drivers scheduled for the multiple  
11 trucks that you were operating?

12 A. Everybody was scheduled to be  
13 there at the same time.

14 Q. And same thing, day before you  
15 would have received a call to let you  
16 know how many trucks were needed to be at  
17 the warehouse the next day?

18 A. I believe so.

19 Q. Okay.

20 And would you have decided  
21 which, which drivers would have been  
22 operating the trucks?

23 A. I don't recall how I did that.

24 Q. Okay.

25 Let's say you have three, three

1 trucks that were ready to go, but HDL  
2 said they only needed two trucks, do you  
3 recall how you would have decided which  
4 individuals operated the trucks for the  
5 next day?

6 A. I probably would have asked my  
7 guys who -- if anyone needed off.

8 Q. Okay.

9 All right.

10 (Exhibit 13, Document bearing  
11 Bates numbers HDLK20174, having been  
12 marked for identification, was shown  
13 to the witness on Ms. Quillen's  
14 shared screen.)

15 MS. QUILLEN: I'm going to show  
16 you Exhibit 13. This is Bates  
17 numbered HDLK20174. I'm not going to  
18 open that one, hold on.

19 All right, this relates to  
20 March 24, 2012.

21 CONTINUED EXAMINATION BY MS. QUILLEN:

22 Q. Do you see that?

23 A. Yes.

24 Q. All right.

25 Here we have an in-home damage



1 claim. Again, this is different from the  
2 merchandise claim but you handled it in  
3 the same way, no matter who caused the  
4 in-home damage claim, this was a cost  
5 that you absorbed through Traina  
6 Services; is that right?

7 A. Yes, you can see the second of  
8 four payments.

9 Q. And you don't know, as you sit  
10 here today, if this was an in-home damage  
11 caused by you or another driver or a  
12 helper; is that right?

13 A. I have no clue.

14 Q. All right.

15 MS. QUILLEN: I'm going to open  
16 Exhibit 14, this is HDLK2285.

17 (Exhibit 14, Document bearing  
18 Bates numbers HDLK2285, having been  
19 marked for identification, was shown  
20 to the witness on Ms. Quillen's  
21 shared screen.)

22 THE WITNESS: You have too many  
23 files on your computer, that's what  
24 it is.

25 MS. QUILLEN: All right.

1 CONTINUED EXAMINATION BY MS. QUILLEN:

2 Q. Now, this one jumps to 2017. I  
3 will represent to you that in HDL's data  
4 from that last settlement sheet we looked  
5 at, Exhibit 13, for March 24, 2012, until  
6 December 23, 2017, from 2012 to this 2017  
7 date, that there is only a handful of  
8 settlement spreadsheets for you that show  
9 you as a driver.

10 Is it your recollection that  
11 you would have operated a truck for  
12 Traina Services on the contract that you  
13 had with HDL for those years in between  
14 2012 and 2017?

15 A. Say that again?

16 Q. Sure.

17 I don't have any records that  
18 show you as a driver in the year 2013 or  
19 2014, 2015 or 2016; do you know if you  
20 were operating a truck during that period  
21 of time for Traina Services?

22 A. For HDL I believe, yes.

23 Q. Okay.

24 A. They could have put it under a  
25 different driver's name possibly, they've

1 done that a lot.

2 Q. Okay.

3 So there were times when your  
4 work showed up on another settlement  
5 spreadsheet and it just -- it wasn't  
6 accurate in terms of who they showed as  
7 the driver?

8 A. Yes, whatever they decided to  
9 do, I mean I'm not sure why they did what  
10 they did and how they did it, but, yes,  
11 I've noticed that a few times.

12 Q. Did you ever notice that other  
13 drivers's work showed up on your  
14 settlement sheets when you were listed as  
15 the driver?

16 A. I don't recall that.

17 Q. Okay.

18 Now, on the 2017 spreadsheet,  
19 Exhibit 14, there is --

20 A. It's different.

21 Q. Yes, it's a different format;  
22 isn't it?

23 A. Yeah, I've never seen that  
24 before.

25 Q. Does this not look at all like

1 a settlement spreadsheet that you would  
2 have received?

3 A. I don't recall. I don't even  
4 know what that is. I mean, unless they  
5 changed it, but I don't remember seeing  
6 anything like that. I'm trying to look  
7 at it.

8 Q. Okay.

9 It does say at the top Delivery  
10 Settlement Statement; do you see that?

11 A. I do see that, yes.

12 Q. Okay.

13 A. But I think maybe this was on  
14 their computer but not the printout they  
15 gave us, I'm not sure. I don't know.

16 This doesn't bring back any  
17 memories.

18 Q. So the settlement spreadsheet  
19 that you may have received may have been  
20 in a different format?

21 A. Yes. Unless they changed it,  
22 but I don't remember. I don't recall  
23 seeing one like this, no.

24 Q. All right.

25 And this 2017 file, it doesn't

1 show for this week that there was any  
2 amount deducted for Workers' Comp; right?

3 A. Yeah, I don't see anything, but  
4 like I said I've never seen this  
5 spreadsheet or this, you know, this was  
6 something I did not receive.

7 So the ones you were going  
8 through before is what we got every week.

9 Q. Okay.

10 Do you have any reason to  
11 believe that --

12 A. I don't recall seeing this one.

13 Q. Sorry to talk over you.

14 Do you have any reason to think  
15 that the amounts shown on this document  
16 aren't accurate even if it is a different  
17 format than what you were used to seeing?

18 A. I have no clue.

19 Q. Okay.

20 It also doesn't show any amount  
21 deducted for insurance; is that right?

22 A. I don't see any.

23 Q. Okay.

24 Do you recall in 2017 if you  
25 had your own Workers' Comp and insurance

1 for your trucks?

2 A. Oh, 100 percent.

3 Q. Okay.

4 The only deduction that's made  
5 for this week is for the administrative  
6 services, 26.80?

7 A. Yeah, I see that.

8 Q. Is that right?

9 A. Right.

10 Q. Okay.

11 A. Yes.

12 Q. All right. And I'm going to go  
13 to the second tab here, it's called IC  
14 Work. This is not a document that you  
15 would have received, this is internal  
16 accounting that HDL had. It does show  
17 that there was work done by HBC, I  
18 believe this is the Alberto Colon. You  
19 didn't recall that driver though; right?

20 A. I don't, no, I don't, not the  
21 name right now. I'd have to look back.

22 Q. Okay.

23 A. It could be a possibility.

24 Q. If there was another driver of  
25 a second truck, you would have gotten a

1       separate settlement sheet for that  
2       driver; correct?

3           A.       Yeah, I believe so.

4           Q.       Okay.

5                    I believe you said earlier that  
6       you did not drive in Syosset; is that  
7       right?

8           A.       I did not, no.

9           Q.       Or Rochester?

10          A.       As a starting point, no.

11          Q.       Okay.

12                   Were you familiar with any of  
13       the contractors that operated there?

14          A.       No.

15          Q.       Do you recall any of the other  
16       contractors out of the Buffalo location  
17       besides, I believe you said you knew  
18       Mr. Wilson?

19          A.       Just from seeing them on the  
20       dock. I don't recall the other guys that  
21       were there, no.

22          Q.       You don't recall any of their  
23       names?

24          A.       If you mentioned them I -- if  
25       you mentioned them I'd probably say yes,

1 I remember, but I'm not good at names.

2 Q. Okay.

3 Have you communicated with any  
4 of those other contractors since you left  
5 HDL?

6 A. No.

7 Q. Okay?

8 A. Because I don't remember who  
9 they were.

10 Q. For the items that Traina  
11 Services was delivering, if they were  
12 Sears or Innovel items; is that right?

13 A. Yes.

14 Q. And you said earlier they were  
15 appliances, what kind of appliances?

16 A. Washer, dryer, stove,  
17 refrigerator.

18 Q. So many large appliances?

19 A. Yeah, there were some  
20 microwaves.

21 Q. When you would deliver an item,  
22 would you also set it up and connect it,  
23 make sure it was working?

24 A. If that was part of the  
25 agreement with the customer, yes.



1 Q. Okay.

2 Would you pick up their old  
3 items? Like if they were replacing a  
4 refrigerator, would you also pick up the  
5 old refrigerator?

6 A. If that's something the  
7 customer paid for, yes.

8 Q. Okay.

9 What would happen with that old  
10 item that you picked up?

11 A. You return to HDL and they  
12 would dispose of it in whatever way they  
13 did.

14 Q. When you had an item like that,  
15 would you have to return it to the  
16 warehouse the same day?

17 A. Yes.

18 THE WITNESS: Can you hang on  
19 one second?

20 Sorry about that. Go ahead.

21 Q. We were talking about the  
22 appliances and if you had an item that  
23 you brought back from a customer's  
24 location, would you have to return that  
25 back to the warehouse same day.

1           A.       Yeah, that would be that night,  
2       yes.

3           Q.       Was there an additional amount  
4       that you received in compensation for any  
5       of those pick-up items from the  
6       customer's location?

7           A.       No.

8           Q.       If you didn't have an item to  
9       return to the warehouse, did you have to  
10      return back to the warehouse after you  
11      made your last delivery?

12          A.       I don't understand the  
13      question.

14          Q.       At the end of a day if you had  
15      delivered all your items and you didn't  
16      have any return items or old items in  
17      your truck, did you have to return back  
18      to the warehouse or were you free to go  
19      home?

20          A.       I'll return there and hand in  
21      the paperwork.

22          Q.       Okay.

23                   Was there a time when it was  
24      all electronic and you didn't have  
25      paperwork to turn in?

1 A. No, not that I recall.

2 Q. So earlier you said you leased  
3 your trucks from Budget, was that on a  
4 weekly basis?

5 A. Yes.

6 Q. If HDL didn't need two trucks,  
7 would you then reduce your lease for the  
8 next week to one truck?

9 A. If that was the case, yeah. I  
10 don't recall that happening though.

11 Q. Okay.

12 Do you recall what rate you  
13 were paying to Budget?

14 A. Between six to 700 a week.

15 Q. Were those amounts that were  
16 paid directly from Traina Services's bank  
17 account?

18 A. Yeah.

19 Q. So from 2011 until today you're  
20 still leasing from Budget Rental?

21 A. Yes.

22 Q. And did you lease a certain  
23 type of truck?

24 A. Box truck with a lift gate on  
25 it, 26 foot, whatever was required by

1       them.

2           Q.       Were there certain models or  
3       makes that you preferred?

4           A.       Whatever I had to get the job  
5       done.

6           Q.       Okay.

7                    Were there any requirements  
8       other than the length and size of the  
9       truck that you gave to Budget?

10          A.       Besides the size of the truck  
11       and the lift gate, no.

12          Q.       I think your interrogatory  
13       answers said that you leased  
14       Internationals; is that right?

15          A.       Most of the time. 90 percent  
16       was International; there could have been,  
17       you know, different trucks that came  
18       along.

19          Q.       Was that up to what Budget had  
20       available for you to lease?

21          A.       Yes, if one of the trucks broke  
22       down and that's all they had was Hino or  
23       a Freightliner or a Ford, then that's  
24       whatever they gave me to return I took.

25          Q.       Would you pay for your

1 insurance through Budget also for those  
2 trucks?

3 A. I didn't then, I do now.

4 Q. Do you recall when that  
5 changed?

6 A. Recently, last year.

7 Q. Okay.

8 So before that where did you  
9 get your insurance for your trucks?

10 A. Whatever insurance company I  
11 was dealing with.

12 Q. How did you decide what  
13 insurance company to use?

14 A. Just word of mouth, who had the  
15 best coverage, things like that.

16 Q. Did you shop around and find  
17 different rates?

18 A. When I first started doing it I  
19 was referred to Erie Insurance through, I  
20 forgot who it was, and then once I  
21 started shopping, if I started shopping  
22 around, yes.

23 Q. So as you got more experience,  
24 do you learn to find a policy that was at  
25 a different, at a better rate for you?

1           A.       In some cases, yes, some cases  
2       no.

3           Q.       Okay.

4                    On any -- I know we talked  
5       about the repairs and the expenses, those  
6       were paid for by Traina Services from its  
7       business bank account; right?

8           A.       Depending on what it was, yes.

9           Q.       Does the leasing company tell  
10      you where you're supposed to get that  
11      service or do you get to select?

12          A.       "Service" is a broad word, it  
13      depends on what service you're talking.

14          Q.       Okay.

15                    Let's start with the oil  
16      changes; is there a specific location  
17      where they tell you to go get your oil  
18      changed?

19          A.       Yeah, they do that where I went  
20      for them.

21          Q.       And if there was a repair that  
22      was needed for the truck, do you select  
23      or do they tell you where to get that  
24      repair?

25          A.       They just repair it there

1 because he does multiple things there.

2 Q. I'm sorry, I didn't hear that  
3 answer.

4 A. Where I rent from he does  
5 multiple things, so he usually repairs  
6 also.

7 Q. Okay.

8 A. He's an agent.

9 Q. Do you have any records from  
10 Budget that would show the number of  
11 trucks that you operated in any given  
12 week?

13 A. That I don't. I've asked them.  
14 I cannot get it for some reason, I'm not  
15 sure why. It's not something they keep  
16 on their database.

17 Q. Other than the truck and the  
18 expenses that went along with it, was  
19 there any other equipment that you needed  
20 to operate your business?

21 A. You broke up there. Repeat  
22 that, please.

23 Q. Sure.

24 Other than the truck and the  
25 expenses related to operating the truck,

1 the fuel, the oil changes, that sort of  
2 thing, was there any other equipment that  
3 you provided for the work that Traina  
4 Services did for HDL?

5 A. Service supplies if they were  
6 lost or like carry straps possibly, yes.

7 Q. Okay.

8 So those are some of the same  
9 supplies we already talked about that  
10 were showing up on your settlement  
11 spreadsheets?

12 A. Yeah, never pads. I mean  
13 carrier straps break or get lost or left  
14 in a customer's home so that was  
15 something that I'd need to replace if  
16 need be.

17 Q. Okay.

18 What about a cell phone, did  
19 you supply cell phones to your employees?

20 A. They used their own, I used my  
21 own. I didn't -- we didn't really need  
22 cell phones. It was just the GPS. They  
23 didn't have -- there was no manifest or  
24 nothing on the phone like it is now.

25 Q. So while you were operating for



1 HDL there was no electronic manifest on  
2 your phone?

3 A. Not that I recall.

4 Q. Okay.

5 And the phone that you did use,  
6 you had it before you contracted with  
7 HDL; is that right?

8 A. I had the service, I'm not sure  
9 if it was the same exact phone.

10 Q. Okay.

11 Where did Traina Services keep  
12 its trucks when they weren't being used?

13 A. At their warehouse.

14 Q. At HDL's warehouse?

15 A. Yes.

16 Q. When you were operating  
17 simultaneously for HDL and for MFM and  
18 Spirit Delivery, where did you keep  
19 Traina Services's trucks?

20 A. Each location had their own  
21 location and I kept them there.

22 Q. Did you ever store trucks at  
23 HDL's warehouse that were used for Spirit  
24 deliveries?

25 A. Never.

1 Q. Or for MFM?

2 A. Never.

3 Q. Did you ever use some of the  
4 same trucks that you leased from Budget  
5 for both HDL and the other two companies  
6 that Traina Services contracted with?

7 A. That's impossible to do, no.

8 Q. Was there ever a day when you  
9 weren't operating for HDL and the truck  
10 that you had available for HDL was used  
11 elsewhere for another contractor?

12 A. No.

13 Q. So the trucks that you leased  
14 from Budget you had dedicated to HDL for  
15 the time period 2016 and 2017; is that  
16 right?

17 A. Yes.

18 Q. And then similarly the trucks  
19 that you had leased for Spirit Delivery  
20 were operated exclusively for Spirit  
21 Delivery?

22 A. Yes.

23 Q. And same thing for MFM?

24 A. Yes.

25 Q. Other than the straps and your

1 phone, was there any other equipment that  
2 Traina Services owned for its operations?

3 A. No.

4 Q. On the tax returns it looked  
5 like you had deducted for use of office  
6 space; did you have a separate office for  
7 your business or did you use your home  
8 office?

9 A. It would be the home office.

10 Q. Do you have a separate space in  
11 your home that's used for your business?

12 A. Yes, it's a separate room with  
13 my office in it, yes.

14 Q. Okay.

15 Has that been the case since  
16 2011?

17 A. Yes.

18 Q. Did you or your accountant  
19 decide how much to deduct for the use of  
20 your home office?

21 A. It was whatever the standards  
22 are that he goes by, I'm not sure.

23 Q. Okay.

24 All right.

25 MS. QUILLEN: I'm going to show

1           you documents that we received from  
2           your attorney. One moment.

3                   (Exhibit 19, Document bearing  
4           Bates numbers TRAINA 1 through 18,  
5           having been marked for  
6           identification, was shown to the  
7           witness on Ms. Quillen's shared  
8           screen.)

9                   MS. QUILLEN: All right. I'm  
10          showing you what I've marked as  
11          Exhibit 19, it's Bates numbered at  
12          the bottom of each page beginning  
13          with TRAINA 1 through 18. So give me  
14          just a moment.

15       CONTINUED EXAMINATION BY MS. QUILLEN:

16           Q.       Do you recognize these  
17          documents as documents you provided to  
18          your attorney to produce?

19           A.       Yes.

20           Q.       Okay.

21                   On the first page of Exhibit 19  
22          is your 2011 1099 that was issued by  
23          HomeDelivery -- HomeDeliverLink --  
24          HomeDeliveryinc -- Link! I'm going to  
25          get it right. HomeDeliveryLink, Inc.; do

Page 110

1     you see that?

2           A.       It's only been two hours so I  
3     guess the excuse is okay.

4           Q.       I'm just going to call them  
5     HDL; all right?

6           A.       Yes.

7           Q.       So HDL issued this 1099 to you;  
8     is that right?

9           A.       Yes.

10          Q.       And then we've already talked  
11     about the amount for a few weeks in 2011;  
12     right?

13          A.       Right.

14          Q.       Okay.

15                 The second page of this exhibit  
16     is the 2012 1099 from HDL; do you see  
17     that?

18          A.       Yes.

19          Q.       All right.

20                 So this amount is 26,859; do  
21     you see that?

22          A.       Yes.

23          Q.       All right.

24                 I'm going to go to your 2012  
25     tax return.

1                   It shows up later in this  
2     exhibit. All right, it is showing as  
3     page Traina 7 at the bottom; do you see  
4     that?

5           A.       Yup.

6           Q.       Okay.

7                   And this is a portion of your  
8     tax return, it's called the Schedule C;  
9     do you see that?

10          A.       Yup.

11          Q.       All right. It shows you as the  
12     proprietor of a business in the service  
13     of trucking; do you see that?

14          A.       Yes.

15          Q.       Okay.

16                   And on this document it shows  
17     that there were gross receipts for sales  
18     in 2012 of 78,292; is that right?

19          A.       Yeah.

20          Q.       So earlier we looked at page 2,  
21     is that 1099 that showed an amount of  
22     26,859; right?

23          A.       That's what I see.

24          Q.       Okay.

25                   So do you recall what made up

1 the difference in what was reported on  
2 your 2012 Schedule C?

3 A. My accountant did it. I'm not  
4 sure.

5 Q. Okay.

6 A. I don't do my own taxes.

7 Q. You don't know what other  
8 amounts may have been paid to Traina  
9 Services for trucking; is that right?

10 A. I don't recall in that year,  
11 no.

12 Q. Okay.

13 Now, on the second page of this  
14 Schedule C for 2012 it shows startup  
15 costs; do you see that?

16 A. Yes.

17 Q. Do you know if this is that  
18 loan that you received from HDL?

19 A. Possible. I'm not sure what  
20 that was. Like I said, I don't do my  
21 taxes, my accountant does.

22 Q. Okay.

23 And you don't know what the  
24 non-reimbursed expenses is of a little  
25 over \$10,000?

1           A.       If I'm not mistaken that might  
2       have been claims taken out or that's  
3       something that HDL took out throughout  
4       the year, I'm not sure.

5           Q.       So you don't have any documents  
6       that would establish what that amount was  
7       for; is that right?

8           A.       I did. I don't any longer, I  
9       don't know where they are.

10          Q.       Okay.

11                   Going back to page 1 of the  
12       Schedule C, it does show that you made a  
13       profit this year of 14,431?

14          A.       I see that there.

15          Q.       Okay.

16                   And you didn't have any  
17       advertising expenses reported for this  
18       year?

19          A.       I'm not sure. I don't see  
20       them. Like I said, I don't do my taxes  
21       so I'm not sure what was on there or not.

22          Q.       Okay.

23                   It shows car and truck expenses  
24       of almost 19,000, is that your lease  
25       expenses?



1           A.           I'm assuming that's what that  
2     is.

3           Q.           Okay.

4                       Do you know what the separate  
5     expense here is for 28,596?

6           A.           I do not.

7           Q.           All right.

8                       On your 1099s, the next we are  
9     we have is 2014, and you already said you  
10    didn't locate then the '13 1099 from HDL;  
11    right?

12          A.           Yeah, I do not know where it  
13    is.

14          Q.           Okay.

15                       And the amount on this 1099 for  
16    2014 is 123,800?

17          A.           Right.

18          Q.           All right.

19                       At this point in time it is  
20    show as the recipient being Traina  
21    Services LLC; right?

22          A.           Yes.

23          Q.           Okay.

24                       So you had formed your company  
25    by this time in 2014?

1           A.       That's what I said, 2014, in  
2       the beginning of the deposition, yes.

3           Q.       Okay.

4                    Then going to your Schedule C  
5       for 2014. It appears on page Traina 11.  
6       This, again, correlates to -- I'm sorry,  
7       Traina Services LLC showing as the  
8       business name on the Schedule C; is that  
9       right?

10          A.       Say that again? Sorry.

11          Q.       Sure. This Schedule C for  
12       2014, this is the first time that your  
13       records show that the IRS is receiving  
14       paperwork for Traina Services LLC; is  
15       that right?

16          A.       That's what it looks like, yes.

17          Q.       Okay.

18                    And then gross receipts or  
19       sales for this year is \$273,750; is that  
20       right?

21          A.       That's what's down there, yes.

22          Q.       Okay.

23                    Do you know what accounts for  
24       the difference between the 1099 you  
25       received for 123,000 and this figure

1       that's on Schedule C?

2           A.       I don't.

3           Q.       You don't know of any other  
4       payments that Traina Services LLC would  
5       have received in 2014 other than what was  
6       paid by HDL?

7           A.       I don't know. I searched for  
8       1099s, I didn't find any, so I'm not  
9       sure.

10          Q.       But it is your testimony that  
11       there wouldn't have been any other  
12       trucking services that Traina Services  
13       provided other than the HDL; right?

14          A.       I'm not sure.

15          Q.       Okay.

16                    So you may have contracted with  
17       another company then in 2014?

18          A.       I'm not sure.

19          Q.       Okay.

20                    This year there's advertising  
21       of \$105.00 that's deducted; is it your  
22       recollection that that would have been  
23       for those Craig's List ads that were  
24       placed for employee drivers?

25          A.       I would assume so, yes.

1 Q. Okay.

2 And then there is a contract  
3 labor payment totalling 100 -- I'm sorry,  
4 totalling 92,276; do you see that?

5 A. I see it.

6 Q. And you don't know what that  
7 relates to?

8 A. I do not. I keep telling you  
9 in the beginning I don't do my taxes, so  
10 anything you ask me on my tax returns, I  
11 don't recall. Whatever the accountant  
12 does he did, and that's it.

13 Q. Okay.

14 And I'm sorry, I still have to  
15 ask the questions just so that I have it  
16 on the record that you do or don't know  
17 certain things so, because there may be  
18 some information that you know from these  
19 tax returns and I need to know what you  
20 do recall, okay?

21 A. I've never even looked at  
22 these, tell you the truth. Go ahead.

23 Q. Do you recall signing and  
24 turning in your taxes at the end of the  
25 year?

1           A.       When he comes here and does  
2       them I sign something and that's it.

3           Q.       Okay.

4                   Under Deductions there is a  
5       legal services of a little over \$6,000;  
6       do you know what that related to for  
7       Traina Services?

8           A.       Legal services, I'm not sure,  
9       might have been -- could have been a  
10      handful of things. I'm not sure.  
11      Corporation -- what year is this, 2014?

12          Q.       Yes.

13          A.       Okay. It could have been when  
14      I incorporated, it could have been a few  
15      other things, I'm not sure exactly what  
16      it is.

17          Q.       And there is insurance of 8,400  
18      that's deducted, it says "Other than  
19      health"; so do you recall what that would  
20      have been for?

21          A.       Insurance obviously, I'm not  
22      sure what it is.

23          Q.       Okay. It could have been truck  
24      insurance or Workers' Comp for your  
25      drivers; is that right?

1           A.       Yeah, it could have been  
2 anything insurance-related I believe.

3           Q.       All right.

4                    On the second page of the 2014  
5 Schedule C there is an expense listed as  
6 "UGO/MFM payroll expense"; do you know  
7 what that's for?

8           A.       That might have been something  
9 to do with MFM. I'm not sure.

10          Q.       Okay.

11                    Do you know what UGO is?

12          A.       No, I don't.

13          Q.       Okay.

14                    If that does relate to the MFM,  
15 do you recall if you might have been  
16 contracting with MFM in 2014?

17          A.       I'm not sure. It could have  
18 been when I first started talking to  
19 them. I'm not sure that what that is.

20          Q.       Okay.

21                    Did you pay a separate amount  
22 to Paychex for running your payroll?

23          A.       What do you mean?

24          Q.       You said earlier that -- you  
25 said earlier that you used Paychex for

1 your payroll to the employees of Traina  
2 Delivery -- I'm sorry, Traina Services?

3 A. Yes.

4 Q. Do you think this is the amount  
5 that was paid to Paychex?

6 A. I'm not sure what it is. It's  
7 possible. Like I said, I never really  
8 look at my taxes.

9 Q. Okay.

10 All right. We are going to go  
11 to your 1099 for the next year, okay? We  
12 don't have '2015; is that another record  
13 that you looked for and haven't been able  
14 to locate?

15 A. Yeah, '13 and '15 I couldn't  
16 find but, you know, I have a file I was  
17 looking at, there's nothing I could find  
18 in there. I might have tossed it like I  
19 said, off the top of my head, but I'm not  
20 sure.

21 Q. Have you checked with your  
22 accountant for records?

23 A. Yeah, he says he doesn't have  
24 it, but I try not to keep a lot of  
25 records on files because I don't really

1 need them, but I don't have it, I don't  
2 know where it is.

3 I'm sure they have a copy.  
4 They sent it.

5 Q. All right.

6 So for 2016 your 1099 is  
7 showing amount paid by HDL to Traina  
8 Services LLC as \$235,618; is that right?

9 A. I'm trying to look at it.  
10 That's what I received from them, yes.

11 Q. Okay.

12 And this year, 2016, you  
13 definitely drove for two companies in  
14 addition to HDL?

15 A. If that was on my -- yes, if  
16 that's what I told my attorney, yes.

17 Like I said, the years fly by  
18 for me, I don't remember when I did what.  
19 So it's a possibility. I'm trying to  
20 look.

21 Q. All right.

22 So for your Schedule C, which  
23 is page Traina Bates number 15, your  
24 gross receipts or sales reported to the  
25 IRS is 649,466; is that right?



1           A.       That's what's on there.

2           Q.       All right.

3                    So little bit more than  
4       \$400,000 would have been paid to Traina  
5       Services by a company other than HDL?

6           A.       Possible, 2016.

7           Q.       Sorry?

8           A.       2016, yeah, that's possible.  
9       I'm trying to think when I started with  
10      other companies, but go ahead.

11          Q.       Do you have the 1099s that you  
12      would have received in 2016 from those  
13      two other companies?

14          A.       I looked for them. I don't  
15      have a separate little file for HDL, and  
16      I thought I had more stuff in there, but  
17      the only things I had in there was the  
18      1099s I supplied to the attorney.

19          Q.       In 2016 Traina Services reports  
20      advertising of about \$1,300; do you  
21      recall what that advertising was for?

22          A.       I don't. I'm not sure what it  
23      is.

24          Q.       This year you report wages of  
25      \$180,700; is that right?

1           A.       That's what it says on there,  
2       yes.

3           Q.       Do you know how many drivers  
4       you would have employed under Traina  
5       Services LLC in 2016?

6           A.       When you say "drivers," that  
7       word should be "employees," and no, I  
8       don't.

9           Q.       Okay.  
10                    Would you have included your  
11       compensation under that, wages for Traina  
12       Services?

13          A.       I don't do my taxes. That's a  
14       possibility, I'm not sure but I don't  
15       know.

16          Q.       And the legal and professional  
17       services of 7200, you don't know what  
18       that relates to?

19          A.       Legal services, whatever that  
20       may be.

21          Q.       Almost \$70,000 for insurance;  
22       is that right?

23          A.       Yeah, kept going up every year.

24          Q.       Okay.

25                    Do you know what the taxes and

1 licenses of a little more than 18,000  
2 were for the year 2016?

3 A. I'm not sure what that was for.  
4 I'm not sure.

5 Q. And you don't have any of the  
6 underlying documentation for the tax  
7 return for 2016; right?

8 A. I don't, besides what you have.

9 Q. Okay.

10 The office expenses listed here  
11 of 2400, is it your memory that that's  
12 the amount that would have been deducted  
13 for your home office and not a separate  
14 location?

15 A. Yeah, I don't have a home  
16 office -- or I don't have a separate  
17 location so it has to be something like  
18 that.

19 Q. Okay.

20 The profit that you reported to  
21 the IRS for this year is 19,124?

22 A. That's what it looks like, yes.

23 Q. All right.

24 Then the same UGO/MFM payroll  
25 expense appears here, and your testimony

1 earlier was that you didn't know what  
2 that was; right?

3 A. I'm not sure what that is.

4 Q. The claims here of 9,155, you  
5 don't know if that's claims for work done  
6 for HDL or for the other two companies  
7 that Traina Services contracted with that  
8 year; right?

9 A. That would 100 percent be HDL;  
10 I didn't receive any other claims from  
11 any other companies.

12 Q. Okay.

13 So it is your testimony that's  
14 all expenses from the employees of Traina  
15 Services providing services to HDL?

16 A. Claims from HDL that they took,  
17 yes.

18 Q. Okay.

19 For all of the employees?

20 A. Correct.

21 Q. Okay.

22 And then a cell phone expense I  
23 just want to clarify, that's for your  
24 personal cell phone; is that right?

25 A. Yeah.

1 Q. All right. All right.

2 The last year that I think we  
3 have tax returns for is 2017. We don't  
4 have a 1099 for 2017; is that right?

5 A. If he doesn't have it I  
6 couldn't find it, no.

7 Q. Okay.

8 But in 2016 the amounts that  
9 were reported on the Schedule C relate to  
10 work that Traina Services performed for  
11 both HDL and the other two companies that  
12 it contracted with?

13 A. Correct.

14 Q. All right.

15 A. I don't remember whether HDL  
16 was removed but I know they did -- they  
17 were removed from Sears and a different  
18 company took over, but my last days the  
19 at Sears were February of '19 and I'm not  
20 sure if it was HDL.

21 Q. Okay.

22 Say that again, what year?

23 A. February of '19 is when I  
24 stopped doing any work for Sears. I  
25 don't remember if it was HDL or not. I

1 know they were removed and I think  
2 another company took over. I'm not sure  
3 what company that was.

4 Q. And that would have been 2017?

5 A. '19, February of '19.

6 Q. I'm sorry, I thought you were  
7 saying February 19th.

8 A. No, February of 2019 was...

9 Q. Okay.

10 And how do you recall that date  
11 specifically? Is there anything that  
12 cements that in your mind for you?

13 A. I just have things, certain  
14 things written down when I stop certain  
15 contracts for my records, just for my  
16 own, just something written down in a  
17 book.

18 Q. And you haven't been able to  
19 locate any tax records for 2019?

20 A. Tax return?

21 Q. Yes, for 2019, either a 1099 or  
22 a Schedule C?

23 MR. WEBER: Sorry, hold on a  
24 second.

25 I think either just before or

1 after we began the deposition we did  
2 produce Mr. Traina's Schedule Cs for  
3 2018 and 2019.

4 Just for the sake of making a  
5 complete disclosure, we're not sure  
6 that he was working for HDL during  
7 those years. I think HDL is aware of  
8 whether he was working for them  
9 during those years, but if you want  
10 to take 10 minutes to look over  
11 those, feel free.

12 MS. QUILLEN: Okay, I see I  
13 received an e-mail at 1:23. I  
14 haven't had a chance to review the  
15 documents. It doesn't look like  
16 there's any 1099s from HDL for those  
17 years.

18 Q. Is that right, Mr. Traina?

19 MR. WEBER: That is correct,  
20 that is the Schedule Cs for those  
21 years.

22 Q. And you haven't been able to  
23 locate any 1099s for 2018 or 2019 issued  
24 by HDL; is that right, Mr. Traina?

25 A. No, I haven't.

1 Q. Did you ever have a  
2 conversation with a manager at HDL or  
3 some other employee for HDL about  
4 opportunities to earn more money?

5 A. Not that I recall.

6 Q. Do you recall having a  
7 conversation about being ready to add  
8 trucks or drivers to your business?

9 A. When requested by them, yes.

10 Q. Do you recall when that was  
11 requested and by whom?

12 A. No idea.

13 Q. Okay.

14 A. Luke was one of the managers,  
15 Luke Whitendale, somewhere around there.

16 Q. Do you think he may have been  
17 the one who asked you to add more trucks  
18 and drivers to your business?

19 A. Yeah, he was the operations  
20 manager so he was the guy we dealt with  
21 there.

22 Q. Do you recall how many trucks  
23 operated at any given time from the  
24 Buffalo warehouse?

25 A. Didn't you ask me that before?



1           Q.       I'm not sure if I asked about  
2       your specific trucks or other trucks, but  
3       now I'm asking about other trucks.

4                   Do you know the total number of  
5       trucks that might have operated for HDL  
6       at Buffalo?

7           A.       Between two and four.

8           Q.       That's your trucks or that's  
9       all contractors?

10          A.       You're asking for all  
11       contractors?

12          Q.       Yes. I'm asking just in  
13       general at Buffalo, do you recall how  
14       many contractors, how many trucks there  
15       were on a given day?

16          A.       You didn't say that. I have no  
17       clue.

18          Q.       And what those other  
19       contractors may have been doing in  
20       operating their businesses, you don't  
21       have any information about what they  
22       have -- what they may have been doing on  
23       any given day?

24          A.       I worry about myself.

25          Q.       How did you go about increasing

1 the efficiency of your business so that  
2 you had more money at the end of your  
3 week for your personalized expenses?

4 A. I'm not sure that I understand  
5 that question.

6 Q. Did you have any opportunities  
7 to increase your profitability on a given  
8 week?

9 A. At HDL or anywhere?

10 Q. At HDL.

11 A. It was what they gave me is  
12 what they gave me, so no, not that I  
13 recall.

14 Q. Depending on the amount of  
15 expenses you had, the more profit you had  
16 at the end of the week; right?

17 MR. WEBER: Objection. Vague.

18 A. Yeah, I don't understand the  
19 question.

20 Q. Did you ever attempt to save  
21 expenses by fueling up at places that  
22 were inexpensive?

23 A. I fueled wherever fuel was  
24 needed.

25 Q. Didn't matter the cost?

1 MR. WEBER: Objection.

2 A. I had no choice.

3 Q. Why didn't you have a choice?

4 A. If I'm running out of fuel and  
5 there is one gas station to my left and  
6 none to my right, I have to use the left  
7 one; right?

8 Q. Did you keep any records of  
9 days or hours that you worked?

10 A. No.

11 Q. How about for your employee  
12 drivers?

13 A. No, not that I have.

14 Q. Did you expect your employee  
15 drivers to operate seven days a week?

16 A. I didn't expect them to do  
17 anything; HDL was the one that set the  
18 time and when they needed us, so whenever  
19 they told me to do I did.

20 Q. And did you tell your drivers  
21 that they were expected to drive seven  
22 days a week because HDL told you that?

23 A. Yes, but it wasn't seven days a  
24 week.

25 Q. Okay.

1                   So what did you tell them?

2           A.       Whenever I had trucks they  
3 would show up and get the job done.

4           Q.       So were they available on a  
5 one-day notice to show up and work?

6           A.       Depended on the time and the  
7 day, I mean, yes.

8           Q.       Did you pay your drivers by  
9 check or direct deposit?

10          A.       They usually got a pay stub  
11 check.

12          Q.       And that was drawn on the  
13 business account of Traina Services?

14          A.       Yeah, they would get a pay stub  
15 and I would just cash the checks for  
16 them.

17          Q.       What was the reason why you  
18 terminated the contract when you left  
19 HDL?

20          A.       I don't recall the reason.

21                   MS. QUILLEN:   Okay, if we can  
22 just take a five-minute break, I'm  
23 going to review my notes, I may be  
24 done or I may just have a few more  
25 questions to ask, okay?

1 THE WITNESS: Okay.

2 MR. WEBER: Can we get a  
3 breakout room.

4 THE VIDEOGRAPHER: Going off  
5 the record. The time is 4:23.

6 (Whereupon, a brief recess was  
7 taken.)

8 THE VIDEOGRAPHER: We are back  
9 on the record. The time is 4:32.

10 MS. QUILLEN: I'm just going to  
11 go on the record and pass the  
12 witness.

13 Thank you, Mr. Traina, for  
14 answering my questions.

15 THE WITNESS: No problem.

16 MR. WEBER: Yes, I have a  
17 couple of quick questions.

18 EXAMINATION BY MR. WEBER:

19 Q. Mr. Traina, I think we looked  
20 at your 2012 tax returns and it showed a  
21 difference in the amount on your 1099  
22 that you received from HDL and it showed  
23 a higher amount of business income on  
24 your Schedule C; do you remember that?

25 A. I seen it, yeah.

1 Q. And you also testified that in  
2 those years you did not do deliveries for  
3 any other companies; do you recall that?

4 A. Yes.

5 Q. And that's still your  
6 testimony; correct?

7 A. That I recall, yes.

8 Q. Was there any other business  
9 income you might have had in 2012 that  
10 did not relate to deliveries?

11 A. I used to do carpet install  
12 with a separate van, but that's not --  
13 that was not deliveries, it was carpet  
14 installation.

15 Q. Did you personally do carpet  
16 installations?

17 A. No, I didn't do it, it wasn't  
18 me.

19 Q. But you would collect the  
20 business income from those carpet  
21 installations?

22 A. Yeah, I had a crew, a crew that  
23 would do it.

24 Q. Okay.

25 And do you, I guess, do you

1 recall whether the additional income that  
2 shows up on your 2012 returns, are you  
3 certain whether that's from the carpet  
4 installations or not for that year?

5 A. No, I'm not sure.

6 Q. But it may have been?

7 A. Possibly, yeah.

8 Q. And during that year you -- you  
9 were driving a truck for HDL doing  
10 deliveries?

11 A. Yeah, when I started with HDL  
12 that's all I did was deliveries, myself.

13 Q. And that -- and that year, as  
14 far as you recall, you did not have a  
15 contract with any other delivery company  
16 to do deliveries?

17 A. Correct.

18 MR. WEBER: That's all I have.

19 MS. QUILLEN: All right, we're  
20 done.

21 THE VIDEOGRAPHER: Okay. Going  
22 off the record. The time is 4:35.

23 [Continued on following page to  
24 include signature line and jurat  
25 clause.]

1  
2 THE REPORTER: Before we go,  
3 Mr. Weber, do you wish to order a  
4 copy of the transcript?

5 MR. WEBER: Yes, please.

6 THE REPORTER: All right.

7 Thank you everyone.

8 [TIME NOTED: 4:36 p.m.]  
9

10 -----  
11 DAVID TRAINA  
12

13 -----  
14 Subscribed and sworn to  
15 before me this -----  
16 day of -----,  
17 2021

18 -----  
19 Notary Public  
20  
21  
22  
23  
24  
25



C E R T I F I C A T I O N

I, KATHLEEN PIAZZA LUONGO, a  
Notary Public for and within the State of  
New York, do hereby certify that the  
foregoing witness, DAVID TRAINA, was duly  
sworn on the date indicated, and that the  
foregoing is a true and accurate  
transcription of my stenographic notes.

I further certify that I am not  
employed by nor related to any party to  
this action.

Date: 5/25/2021

A handwritten signature in black ink that reads "Kathleen Piazza Luongo". The signature is written in a cursive, flowing style.

KATHLEEN PIAZZA LUONGO  
VERITEXT LEGAL SOLUTIONS  
cs-tx@veritext.com

## I N D E X

## WITNESS

David Traina

## EXAMINATION BY

## PAGE

Ms. Quillen

4

Mr. Weber

135

## E X H I B I T S

Exhibit 1 Document bearing Bates 53  
numbers HDLK2274

Exhibit 2 Document bearing Bates 63  
numbers HDLK2280

Exhibit 3 Document bearing Bates 67  
numbers HDLK2286

Exhibit 4 Document bearing Bates 71  
numbers HDLK2291

Exhibit 5 TNA re the week ending 75  
January 7, 2012

Exhibit 6 Document bearing Bates 77  
number HDLK2018

Exhibit 7 Document bearing Bates 81  
number HDLK2023

Exhibits (Continued)

Exhibit 8 Document bearing Bates 84  
numbers HDLK2029

Exhibit 13 Document bearing Bates 90  
numbers HDLK20174

Exhibit 14 Document bearing Bates 91  
numbers HDLK2285

Exhibit 19 Document bearing Bates 110  
numbers TRAINA 1  
through 18

EXHIBITS RETAINED BY COURT REPORTER

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

LITIGATION SUPPORT INDEX

DIRECTION TO WITNESS NOT TO ANSWER

Page	Line	Page	Line
------	------	------	------

(NONE)

REQUEST FOR PRODUCTION OF DOCUMENTS

Page	Line
------	------

(NONE)

INFORMATION TO BE FURNISHED

Page	Line
------	------

(NONE)

QUESTIONS MARKED FOR A RULING

Page	Line	Page	Line
------	------	------	------

(NONE)

## ERRATA SHEET

VERITEXT/NEW YORK REPORTING, LLC

1-800-727-9396

200 OLD COUNTRY ROAD 1250 BROADWAY  
MINEOLA, NEW YORK 11501 NY, NY 10018

NAME OF CASE: Kloppel v. HomeDeliveryLink

DATE OF DEPOSITION: May 11, 2021

NAME OF DEPONENT: David Traina

PAGE	LINE (S)	CHANGE	REASON
------	----------	--------	--------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(DAVID TRAINA)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

(NOTARY PUBLIC)

MY COMMISSION EXPIRES:

[&amp; - 3:09]

<b>&amp;</b>	<b>11501</b> 143:3	<b>20.00</b> 79:21	92:2,6,6,14 93:18
<b>&amp;</b> 2:4,13	<b>12</b> 23:15 43:1	<b>200</b> 143:3	94:25 95:24
<b>0</b>	68:25	<b>2006</b> 4:11	108:15 127:3,4
<b>02116</b> 2:7	<b>123</b> 13:16,20,24	<b>2011</b> 15:25 24:4	128:4
<b>06296</b> 1:2	14:13	28:11,18 36:7	<b>2017/2018</b> 49:23
<b>0or</b> 130:2	<b>123,000</b> 116:25	46:4,6,10,20,25	<b>2018</b> 19:3 20:1,6
<b>1</b>	<b>123,800</b> 115:16	48:14 55:4 58:3	48:16 52:8 129:3
<b>1</b>	<b>1250</b> 143:3	64:22 67:14 69:23	129:23
<b>1</b> 53:3,14,25 55:3	<b>13</b> 43:1 90:10,16	71:19 72:22 75:8	<b>2019</b> 128:8,19,21
60:14 65:1 110:4	92:5 115:10	75:11 101:19	129:3,23
110:13 114:11	121:15 141:5	109:16 110:22	<b>2021</b> 1:10 3:4
140:12 141:10	<b>130</b> 45:18	111:11	138:14 143:5,21
<b>1,300</b> 123:20	<b>135</b> 140:8	<b>2012</b> 75:16,18 78:2	<b>20th</b> 2:6
<b>1,316</b> 61:22 62:2	<b>138.89</b> 62:20	82:16,25 84:13	<b>21</b> 82:16,25
<b>1,947</b> 61:4	<b>139.88</b> 62:24	90:20 92:5,6,14	<b>23</b> 92:6
<b>1-800-727-9396</b>	<b>14</b> 43:1 78:2 91:16	111:16,24 112:18	<b>235,618</b> 122:8
143:2	91:17 93:19 141:7	113:2,14 135:20	<b>24</b> 67:14 69:23
<b>10</b> 23:7 59:11	<b>14,431</b> 114:13	136:9 137:2	90:20 92:5
68:22 72:8 129:10	<b>14206</b> 4:8	140:20	<b>2400</b> 125:11
<b>10,000</b> 34:4 113:25	<b>15</b> 23:15 121:15	<b>2013</b> 16:3,19,22,25	<b>26</b> 101:25
<b>100</b> 22:11 33:10	122:23	17:3 92:18	<b>26,859</b> 111:20
96:2 118:3 126:9	<b>150,000</b> 45:17	<b>2014</b> 14:23 16:3,6	112:22
<b>100.00</b> 76:14 78:19	<b>158.78</b> 85:1	16:12 22:2,16	<b>26.80</b> 96:6
<b>10018</b> 143:3	<b>17</b> 58:3 64:22	24:16 26:1,13	<b>273,750</b> 116:19
<b>105.00</b> 117:21	<b>170.00</b> 67:21	27:4 28:3,20,24	<b>28</b> 84:13
<b>1099</b> 16:18,22	<b>18</b> 49:24 110:4,13	29:14 30:11 35:22	<b>28,596</b> 115:5
46:10,22 110:22	141:10	35:25 40:3 62:13	<b>28th</b> 84:25
111:7,16 112:21	<b>18,000</b> 125:1	92:19 115:9,16,25	<b>2:04</b> 1:11 3:5
115:10,15 116:24	<b>180</b> 78:25 79:5	116:1,5,12 117:5	<b>2s</b> 26:24 29:10
121:11 122:6	<b>180,700</b> 123:25	117:17 119:11	<b>3</b>
127:4 128:21	<b>19</b> 83:8 110:3,11	120:4,16	<b>3</b> 66:24 67:1 69:22
135:21	110:21 127:19,23	<b>2015</b> 29:1 92:19	140:16
<b>1099'd</b> 16:14	128:5,5 141:9	121:12	<b>3.98.</b> 57:15
<b>1099s</b> 16:16 115:8	<b>19,000</b> 114:24	<b>2016</b> 19:15,17	<b>300</b> 65:17
117:8 123:11,18	<b>19,124</b> 125:21	20:23 36:22 51:13	<b>300.00</b> 58:9
129:16,23	<b>19th</b> 83:13 128:7	92:19 108:15	<b>31</b> 71:19
<b>10th</b> 55:4	<b>1:23</b> 129:13	122:6,12 123:6,8	<b>33</b> 83:15
<b>11</b> 1:10 3:4 116:5	<b>2</b>	123:12,19 124:5	<b>335.00</b> 63:4 66:10
143:5	<b>2</b> 63:21,22 64:11	125:2,7 127:8	<b>3927</b> 139:15
<b>110</b> 141:9	64:17,21 82:2	<b>2017</b> 19:15,17	<b>3:09</b> 68:25 69:14
	112:20 140:14	20:23 36:23 51:13	

**[3:21 - answer]**

<b>3:21</b> 69:18	<b>700</b> 101:14	40:18 44:17	<b>advertisements</b>
<b>4</b>	<b>71</b> 140:18	101:17 104:7	51:21
<b>4</b> 71:5,8,17 75:6 140:7,18	<b>7200</b> 124:17	134:13	<b>advertising</b> 114:17
<b>400</b> 57:3	<b>729</b> 2:5	<b>accountant</b> 39:16	117:20 123:20,21
<b>400,000</b> 123:4	<b>75</b> 140:20	39:21 42:3 109:18	<b>agent</b> 105:8
<b>4:23</b> 135:5	<b>76102</b> 2:16	113:3,21 118:11	<b>ago</b> 5:19 13:13
<b>4:32</b> 135:9	<b>77</b> 140:22	121:22	28:25 50:5
<b>4:35</b> 137:22	<b>777</b> 2:15	<b>accounting</b> 37:21	<b>agree</b> 87:15
<b>4:36</b> 138:8	<b>78,292</b> 112:18	39:13,19 40:2	<b>agreement</b> 47:2,4
<b>5</b>	<b>8</b>	70:13 96:16	47:12 63:11 98:25
<b>5</b> 75:14,17 77:9 140:20	<b>8</b> 43:1 84:4,5 141:3	<b>accounts</b> 116:23	<b>agreements</b> 47:17
<b>5,000</b> 76:18	<b>8,400</b> 119:17	<b>accurate</b> 6:13	<b>ah</b> 7:2
<b>5/25/2021</b> 139:14	<b>80</b> 83:10	32:22 93:6 95:16	<b>ahead</b> 79:9 87:22
<b>50</b> 57:7,13,23	<b>81</b> 140:24	139:9	88:21 99:20
<b>500</b> 28:14	<b>82.00</b> 62:6	<b>accurately</b> 7:3,23	118:22 123:10
<b>500.00</b> 27:21 28:9	<b>84</b> 141:3	<b>acquired</b> 43:15	<b>al</b> 1:4
<b>5000</b> 76:20,21	<b>86</b> 83:7	<b>action</b> 139:13	<b>alberto</b> 96:18
<b>53</b> 140:12	<b>87.50</b> 72:2	<b>actual</b> 85:23	<b>allow</b> 7:14
<b>57</b> 4:7	<b>9</b>	<b>ad</b> 14:9,10,19	<b>allowed</b> 18:13
<b>6</b>	<b>9,155</b> 126:4	25:19 45:10,16	31:13
<b>6</b> 77:11,13 78:1 140:22	<b>90</b> 102:15 141:5	<b>adam</b> 9:3,7,9	<b>amount</b> 39:6
<b>6,000</b> 119:5	<b>91</b> 12:21 141:7	<b>add</b> 25:9 60:6	40:22 46:12 56:1
<b>6,500</b> 46:11	<b>92,276</b> 118:4	130:7,17	57:8 68:1 72:2,12
<b>6-17</b> 1:2	<b>a</b>	<b>added</b> 24:19 25:8	76:16,17,19 80:7
<b>63</b> 140:14	<b>aaron</b> 48:9,19	60:2 83:17	86:25 95:2,20
<b>630.00</b> 61:20	<b>abbreviation</b>	<b>addition</b> 122:14	100:3 111:11,20
<b>630.89.</b> 61:19	55:20	<b>additional</b> 80:7,10	112:21 114:6
<b>649,466</b> 122:25	<b>able</b> 5:8 7:12	100:3 137:1	115:15 120:21
<b>67</b> 140:16	16:16 32:17	<b>address</b> 4:6 22:18	121:4 122:7
<b>6g</b> 57:19	121:13 128:18	22:19	125:12 132:14
<b>6th</b> 56:7	129:22	<b>adds</b> 61:3	135:21,23
<b>7</b>	<b>absorbed</b> 87:8	<b>administration</b>	<b>amounts</b> 27:9
<b>7</b> 75:16,18 81:3,4 112:3 140:20,24	91:5	31:1 66:12	36:23 40:5,12
<b>70,000</b> 124:21	<b>accepted</b> 14:11	<b>administrative</b>	77:3 83:22 95:15
	<b>access</b> 29:9	96:5	101:15 113:8
	<b>account</b> 35:16,19	<b>ads</b> 117:23	127:8
	36:2,4,10,13,19,25	<b>advance</b> 89:3	<b>annual</b> 30:24
	37:9,15 38:4,7,24	<b>advertise</b> 42:10	37:19
	39:4,8,14 40:7,14	<b>advertised</b> 42:7	<b>answer</b> 6:23 7:5
		<b>advertisement</b>	85:12 105:3 142:3
		44:15,21	

**[answered - business]**

<b>answered</b> 8:5 71:23 <b>answering</b> 7:16 135:14 <b>answers</b> 6:17,17 7:17,22 102:13 <b>appear</b> 7:3 42:18 42:21 53:18 60:13 83:4 <b>appeared</b> 68:7 <b>appears</b> 76:10 116:5 125:25 <b>appliance</b> 20:11 20:14 <b>appliances</b> 98:15 98:15,18 99:22 <b>applied</b> 14:10 30:20 <b>approximately</b> 9:16 <b>arrived</b> 86:7 <b>asked</b> 10:25 19:1 24:11 60:4 90:6 105:13 130:17 131:1 <b>asking</b> 80:9 131:3 131:10,12 <b>assume</b> 42:1 63:13 117:25 <b>assuming</b> 115:1 <b>ate</b> 87:2 <b>attempt</b> 132:20 <b>attend</b> 13:2 <b>attorney</b> 3:11,23 10:13,17 11:5 110:2,18 122:16 123:18 <b>attorneys</b> 2:8,17 <b>audio</b> 7:10,20 69:7 <b>authority</b> 30:12 32:17	<b>authorized</b> 31:5 <b>available</b> 102:20 108:10 134:4 <b>avenue</b> 4:7 <b>average</b> 28:21 <b>aware</b> 8:8 129:7 <b>b</b> <b>b</b> 14:24 15:1,6,12 26:1 35:23 36:8 47:9 48:19 50:19 51:2 140:10 <b>back</b> 42:13 49:25 53:1 59:22 65:17 68:24 69:3,17 83:12 94:16 96:21 99:23,25 100:10 100:17 114:11 135:8 <b>backgrounds</b> 67:24 <b>bad</b> 48:21 <b>bank</b> 36:2,9,19,25 37:9,15 39:3,8 40:14,18 44:17 101:16 104:7 <b>banking</b> 35:16,19 36:13 <b>base</b> 27:12,14 <b>based</b> 17:12 46:21 <b>basis</b> 37:19 38:18 39:7 50:15 53:23 101:4 <b>bates</b> 53:4,15 63:23 64:3 66:25 67:2 71:5,9 77:11 77:14 81:5,9 84:6 84:10 90:11,16 91:18 110:4,11 122:23 140:12,14 140:16,18,22,24 141:3,5,7,9	<b>bearing</b> 53:3 63:22 67:1 71:8 77:13 81:4 84:5 90:10 91:17 110:3 140:12,14,16,18 140:22,24 141:3,5 141:7,9 <b>began</b> 46:3 129:1 <b>beginning</b> 15:25 22:20 24:3 28:18 28:20 36:6 81:23 110:12 116:2 118:9 <b>begins</b> 3:2 <b>behalf</b> 15:5 47:9 <b>believe</b> 5:6 11:9,11 12:2 14:5 16:4 19:5 20:7,7 24:15 26:13 30:3 31:21 32:13 33:9,22 36:3,8 39:25 40:4 44:23 45:17 46:8 46:18 54:5,15 55:14 61:17 65:19 68:10 75:7 78:14 78:15 89:18 92:22 95:11 96:18 97:3 97:5,17 120:2 <b>ben</b> 5:1 <b>beneficial</b> 34:24 <b>benjamin</b> 2:9 3:13 <b>bertine</b> 51:2 <b>best</b> 19:16 69:6 103:15 <b>better</b> 103:25 <b>bills</b> 37:23 38:23 <b>bit</b> 123:3 <b>bjweber</b> 2:10 <b>blattenberger</b> 51:7	<b>blowing</b> 68:18 <b>bond</b> 76:10,13,24 <b>book</b> 128:17 <b>boss</b> 45:3 <b>boston</b> 2:7 <b>bottom</b> 61:8,17 64:12 110:12 112:3 <b>box</b> 68:12 86:10 101:24 <b>boylston</b> 2:5 <b>branched</b> 19:1,7 <b>break</b> 8:1 68:22 69:21 106:13 134:22 <b>breakout</b> 135:3 <b>breaks</b> 8:6 <b>brief</b> 6:2 69:15 135:6 <b>bring</b> 94:16 <b>brings</b> 65:16 <b>broad</b> 104:12 <b>broadway</b> 143:3 <b>broke</b> 102:21 105:21 <b>brought</b> 99:23 <b>budget</b> 33:14 101:3,13,20 102:9 102:19 103:1 105:10 108:4,14 <b>buffalo</b> 1:19 17:6 17:13 46:2,25 54:23 59:2 97:16 130:24 131:6,13 <b>build</b> 65:21 <b>business</b> 15:2 17:19 19:9,24 20:4 22:2,15,18 35:16 36:13,18,25 37:9 39:3 40:7,18 42:8,14,15 45:2
---	--	---	--



**[business - continued]**

73:9,25 104:7 105:20 109:7,11 112:12 116:8 130:8,18 132:1 134:13 135:23 136:8,20 <b>businesses</b> 36:22 131:20 <b>buy</b> 73:25 74:5 <b>buying</b> 73:21 74:4	109:15 143:5 <b>cases</b> 104:1,1 <b>cash</b> 134:15 <b>caused</b> 34:19 86:14,19,23 87:5 91:3,11 <b>ceisla</b> 50:8 <b>cell</b> 106:18,19,22 126:22,24 <b>cements</b> 128:12 <b>cents</b> 57:7,14,23 <b>certain</b> 76:16 88:3 101:22 102:2 118:17 128:13,14 137:3 <b>certificates</b> 13:8 <b>certifications</b> 25:12 <b>certify</b> 139:6,11 <b>chance</b> 129:14 <b>change</b> 5:8 24:6 33:5 34:5,10 61:4 143:7 <b>changed</b> 68:11 81:25 94:5,21 103:5 104:18 <b>changes</b> 104:16 106:1 <b>charge</b> 68:6 <b>charged</b> 67:23 68:2 <b>check</b> 37:6 52:15 54:9,13,16 66:15 134:9,11 <b>checked</b> 121:21 <b>checks</b> 54:4 82:5 134:15 <b>cheektowaga</b> 4:7 <b>choice</b> 133:2,3 <b>chosen</b> 12:10,11 12:12	<b>city</b> 12:25 31:7 <b>claim</b> 15:10 77:4 85:1,17,19 86:3,14 86:20 91:1,2,4 <b>claims</b> 76:25 77:3 114:2 126:4,5,10 126:16 <b>clarify</b> 6:22 7:5 36:6 126:23 <b>clause</b> 137:25 <b>clear</b> 28:8 35:14 <b>clearly</b> 7:4 <b>click</b> 82:23 <b>close</b> 32:23 33:4 <b>clothes</b> 80:22 <b>clue</b> 91:13 95:18 131:17 <b>coded</b> 56:11 58:4 <b>coding</b> 65:13 <b>collect</b> 136:19 <b>college</b> 13:2 <b>colon</b> 50:18 96:18 <b>column</b> 58:13 59:17,21,24 60:1 65:10 78:8 <b>come</b> 7:10 69:3 <b>comes</b> 119:1 <b>commercial</b> 21:17 21:18 <b>commission</b> 143:23 <b>communicate</b> 5:14 <b>communicated</b> 8:21 98:3 <b>comp</b> 61:15,16 62:5,7,13 95:2,25 119:24 <b>companies</b> 18:7,19 18:24 19:19,21 20:17 51:12 108:5 122:13 123:10,13	126:6,11 127:11 136:3 <b>company</b> 13:15,23 15:5,16 16:25 17:3 18:2 19:14 20:23 22:1,12,24 26:8,11,15 27:3,7 34:8 44:4 61:19 103:10,13 104:9 115:24 117:17 123:5 127:18 128:2,3 137:15 <b>compare</b> 54:18 <b>compensation</b> 46:11 60:7 61:4 61:13 80:10 100:4 124:11 <b>complaint</b> 11:14 <b>complete</b> 88:18 129:5 <b>completed</b> 58:13 58:18,20 59:10,11 59:16 60:23 78:24 <b>completing</b> 83:6 <b>complex</b> 65:24 <b>computer</b> 52:23 91:23 94:14 <b>concluded</b> 58:22 <b>condo</b> 65:23 <b>conference</b> 69:11 <b>confirm</b> 69:25 <b>confused</b> 18:10 <b>connect</b> 98:22 <b>consecutively</b> 84:19 <b>considered</b> 30:6 <b>continued</b> 5:13 52:7 53:17 64:15 67:9 69:19 71:13 75:22 78:3 81:12 84:14 90:21 92:1
<b>c</b>			
<b>c</b> 2:2 48:19 49:1,5 49:10 50:8,19 112:8 113:2,14 114:12 116:4,8,11 117:1 120:5 122:22 127:9 128:22 135:24 139:1,1 <b>ca</b> 58:4 <b>call</b> 19:10 33:21 88:18 89:4,15 111:4 <b>called</b> 3:18 19:11 65:13 96:13 112:8 <b>camera</b> 77:22 <b>capacity</b> 47:8 <b>car</b> 114:23 <b>cards</b> 42:15 <b>care</b> 26:16 68:18 68:22,24 <b>carpet</b> 136:11,13 136:15,20 137:3 <b>carried</b> 63:2 <b>carrier</b> 17:24 30:12,25 106:13 <b>carriers</b> 18:18 <b>carry</b> 62:10 72:4 106:6 <b>case</b> 1:2 28:1 33:15 88:20 101:9			

**[continued - deliveries]**

110:15 137:23 141:2 <b>continuously</b> 15:24 <b>contract</b> 13:17 19:25 20:5,12,18 41:5,6 44:20 46:24 65:20 92:12 118:2 134:18 137:15 <b>contracted</b> 19:22 24:10 45:21 46:19 47:20 51:13 107:6 108:6 117:16 126:7 127:12 <b>contracting</b> 18:1,5 18:8,16,20,23 20:17 36:17,22 46:3 76:23 120:16 <b>contractor</b> 36:24 44:2 108:11 <b>contractor's</b> 62:19 62:23 <b>contractors</b> 11:22 14:9 44:10 97:13 97:16 98:4 131:9 131:11,14,19 <b>contracts</b> 44:5 128:15 <b>conversation</b> 10:12 130:2,7 <b>conversations</b> 6:1 10:16 <b>convicted</b> 8:16 <b>cooperate</b> 66:20 <b>cooperating</b> 77:21 <b>copy</b> 53:14 122:3 138:4 <b>corporation</b> 29:18 30:7 36:1 119:11	<b>correct</b> 4:6 15:23 27:22 43:7 61:17 62:4 63:15 65:3 66:6 70:15 73:19 97:2 126:20 127:13 129:19 136:6 137:17 <b>correlates</b> 116:6 <b>corrupt</b> 64:7 81:11 <b>cost</b> 44:15 87:3 91:4 132:25 <b>costs</b> 113:15 <b>counsel</b> 3:7 <b>country</b> 143:3 <b>couple</b> 135:17 <b>courier</b> 13:13 14:2 14:14 15:19 <b>court</b> 1:1 3:16 6:14 7:12 11:15 141:13 <b>cover</b> 62:6 <b>coverage</b> 103:15 <b>covered</b> 62:21 73:13 <b>craig's</b> 25:20 42:11 44:24 51:22 117:23 <b>creating</b> 30:7 <b>crew</b> 136:22,22 <b>crime</b> 8:16 <b>cs</b> 129:2,20 139:17 <b>curbside</b> 21:1,9 <b>current</b> 32:20 <b>currently</b> 3:25 11:18 17:15,22 18:15,20 19:22 20:13 22:23 23:5 31:5 33:2 44:3 48:10,12	<b>cushion</b> 76:17 <b>customer</b> 21:20 60:3,6 66:4 80:2 98:25 99:7 <b>customer's</b> 85:24 86:7 99:23 100:6 106:14 <b>cv</b> 1:2 <b>d</b> <b>d</b> 3:18,18 14:24 15:1,6,12 26:1 35:23 36:8 47:9 67:21 140:2 <b>damage</b> 35:3 85:20,23,23 86:23 87:6 90:25 91:4 91:10 <b>damaged</b> 73:13 86:5,10 <b>dan</b> 49:9,15 <b>data</b> 92:3 <b>database</b> 105:16 <b>date</b> 3:4 46:5 55:1 56:7 92:7 128:10 139:8,14 143:5 <b>dates</b> 50:16 70:6 <b>david</b> 1:17 3:3 4:4 138:10 139:7 140:4 143:6,19 <b>day</b> 17:7,9 31:18 50:14,15 57:4 58:2,9 59:1,11 70:18 78:18 83:9 83:16,21 88:7,14 88:24,25 89:4,14 89:17 90:5 99:16 99:25 100:14 108:8 131:15,23 134:5,7 138:14 143:21	<b>days</b> 58:11 65:12 70:2 87:17,18 88:16 127:18 133:9,15,22,23 <b>dealing</b> 103:11 <b>dealt</b> 130:20 <b>december</b> 46:4,16 55:4 56:7 58:3 64:22 67:14 69:23 71:19 75:11 92:6 <b>decide</b> 103:12 109:19 <b>decided</b> 89:20 90:3 93:8 <b>decision</b> 33:17 72:22 <b>dedicated</b> 56:18 56:25 65:19 83:15 108:14 <b>deduct</b> 109:19 <b>deducted</b> 86:24 95:2,21 109:5 117:21 119:18 125:12 <b>deduction</b> 67:20 80:19 96:4 <b>deductions</b> 119:4 <b>defendant</b> 1:8,18 2:17 3:24 <b>definitely</b> 122:13 <b>del</b> 56:8 <b>deliver</b> 98:21 <b>delivered</b> 100:15 <b>deliveries</b> 13:24 20:11,14 21:12 31:15,19 32:2,4 59:5 70:7,11,16,25 87:18 88:7,17,25 107:24 136:2,10 136:13 137:10,12 137:16
---	---	---	---

**[delivering - employees]**

<b>delivering</b> 21:16 21:19 86:5 98:11 <b>delivery</b> 13:16,21 13:25 14:14 19:18 20:6,8,9,11 21:1 45:7 52:4,14 53:19 54:11 56:8 58:4,8 59:8 65:11 66:2 78:9,12 79:4 79:20 80:11,11 83:7,15 85:24 86:6 94:9 100:11 107:18 108:19,21 121:2 137:15 <b>department</b> 17:23 31:1 <b>depended</b> 50:15 134:6 <b>depending</b> 40:21 104:8 132:14 <b>depends</b> 34:15 104:13 <b>deponent</b> 143:6 <b>deposit</b> 36:18 37:5 38:2 134:9 <b>deposited</b> 36:25 37:8 <b>deposition</b> 1:17 3:3 4:16,17,21 5:15 6:16 10:9,23 11:8 18:10,14 22:21 116:2 129:1 143:5 <b>describe</b> 21:11 42:23 <b>determined</b> 40:24 <b>devon</b> 50:8 <b>difference</b> 113:1 116:24 135:21 <b>different</b> 6:7 16:3 45:5,8 47:15	58:14 71:25 87:17 87:17,18 91:1 92:25 93:20,21 94:20 95:16 102:17 103:17,25 127:17 <b>difficult</b> 80:1 <b>dinged</b> 86:1 <b>diploma</b> 12:18 <b>direct</b> 37:5 134:9 <b>direction</b> 142:3 <b>directly</b> 21:19 101:16 <b>disclosure</b> 129:5 <b>discovery</b> 11:10 <b>discretion</b> 25:10 <b>discussed</b> 5:16 <b>dispose</b> 99:12 <b>district</b> 1:1,2 <b>divide</b> 72:11 <b>division</b> 72:15 <b>dock</b> 97:20 <b>document</b> 53:3,24 63:22 67:1 71:8 77:13 81:4 84:5 90:10 91:17 95:15 96:14 110:3 112:16 140:12,14 140:16,18,22,24 141:3,5,7,9 <b>documentation</b> 125:6 <b>documents</b> 10:15 10:18,21 11:2,4 110:1,17,17 114:5 129:15 142:7 <b>dog</b> 29:20 <b>dogs</b> 64:5 <b>doing</b> 14:2 17:15 20:9,22 103:18 127:24 131:19,22	137:9 <b>door</b> 42:22 43:1,3 43:12 <b>dot</b> 30:14,17 43:5 43:13,14,15 <b>downs</b> 72:4,8 73:2 73:21 74:1 <b>drawn</b> 134:12 <b>drive</b> 14:13 15:24 16:24 17:5 41:17 41:20 51:12 97:6 133:21 <b>driven</b> 57:22 <b>driver</b> 14:14 25:5 27:20 34:19 35:2 41:12 55:7,10 68:2 70:2,6,10,23 70:24 71:2 76:1 80:23 82:19 83:1 86:23 87:6 91:11 92:9,18 93:7,15 96:19,24 97:2 <b>driver's</b> 55:12 92:25 <b>drivers</b> 27:16 28:10 32:21 43:20 43:23 44:3 47:21 47:25 48:3,7 68:5 89:8,10,21 117:24 119:25 124:3,6 130:8,18 133:12 133:15,20 134:8 <b>drivers's</b> 93:13 <b>driving</b> 9:24 15:18 15:21 43:11 45:7 48:17 51:15 74:11 137:9 <b>drove</b> 13:13 19:14 19:18 41:24 122:13	<b>drug</b> 67:24 <b>dryer</b> 98:16 <b>dt</b> 56:12 83:14 <b>due</b> 61:9,18 <b>duly</b> 3:19 139:7 <b>e</b> <b>e</b> 2:2,2 31:11 48:19 49:1,5 50:8,19,21 51:2,2 129:13 139:1 140:2,10 <b>earlier</b> 44:19 78:11 79:24 97:5 98:14 101:2 112:20 120:24,25 126:1 <b>earn</b> 130:4 <b>earned</b> 15:11 16:11 <b>easier</b> 33:19,22 <b>education</b> 13:8 <b>efficiency</b> 132:1 <b>eight</b> 32:21 33:1 47:25 48:3 57:22 58:17 59:5,6 <b>either</b> 9:5 39:8 86:5 128:21,25 <b>electronic</b> 53:14 100:24 107:1 <b>electronically</b> 52:17 <b>emily</b> 2:18 3:10,22 77:19 <b>employed</b> 23:14 48:8,12 50:11,25 89:9 124:4 139:12 <b>employee</b> 13:19,20 49:7,18 50:2,7 117:24 130:3 133:11,14 <b>employees</b> 11:23 24:9,19 25:1,9,11
---	---	---	---

**[employees - frank]**

25:18,21 26:2,22 26:25 27:10 28:21 29:5,11 41:14 42:5,9 51:11,19 106:19 121:1 124:7 126:14,19 <b>ensure</b> 70:14 <b>entail</b> 21:13 <b>entire</b> 22:15 28:2 59:1 <b>entirety</b> 7:19 <b>envelope</b> 54:5 <b>equal</b> 27:18 <b>equillen</b> 2:19 <b>equipment</b> 72:3 105:19 106:2 109:1 <b>erie</b> 103:19 <b>errata</b> 143:1 <b>esq</b> 2:9,18 <b>establish</b> 114:6 <b>estes</b> 18:18 <b>et</b> 1:4 <b>everybody</b> 89:12 <b>exact</b> 19:4 46:5 107:9 <b>exactly</b> 9:18 43:18 47:14 53:22 60:18 78:15 86:9 119:15 <b>examination</b> 4:1 5:13 53:17 64:15 67:9 69:19 71:13 75:22 78:3 81:12 84:14 90:21 92:1 110:15 135:18 140:6 <b>examined</b> 3:20 <b>example</b> 58:16 62:14 76:18 <b>excel</b> 53:10,15 64:11 77:21	<b>exclusively</b> 108:20 <b>excuse</b> 8:3 42:14 111:3 <b>exhibit</b> 53:3,13,25 55:3 60:14 63:21 63:22 64:11,17,21 65:1 66:24 67:1 69:22 71:5,8,17 75:6,14,17 77:9,11 77:13 78:1 81:3,4 84:2,4,5 90:10,16 91:16,17 92:5 93:19 110:3,11,21 111:15 112:2 140:12,14,16,18 140:20,22,24 141:3,5,7,9 <b>exhibits</b> 141:2,13 <b>expect</b> 133:14,16 <b>expected</b> 88:2 133:21 <b>expense</b> 35:4 37:17 87:7 115:5 120:5,6 125:25 126:22 <b>expenses</b> 37:16 38:6,12,13,18 39:9 40:7,13,24 63:8 104:5 105:18,25 113:24 114:17,23 114:25 125:10 126:14 132:3,15 132:21 <b>experience</b> 15:20 103:23 <b>expires</b> 143:23 <b>explanation</b> 6:5 <b>explore</b> 82:14 <b>express</b> 18:18 <b>extra</b> 13:7 60:3,18	<b>f</b> <b>f</b> 21:4 49:2 139:1 <b>familiar</b> 9:5,8 21:10 97:12 <b>far</b> 35:20 84:18 137:14 <b>feary</b> 2:14 <b>february</b> 127:19 127:23 128:5,7,8 <b>federal</b> 30:25 <b>fee</b> 66:12 67:21 <b>feel</b> 129:11 <b>felt</b> 72:18 <b>fewest</b> 23:19 <b>fictitious</b> 76:25 <b>figure</b> 116:25 <b>figures</b> 45:19 61:9 <b>file</b> 15:5 29:8 52:22 53:10 64:7 64:11 66:24 77:25 81:11 84:11 94:25 121:16 123:15 <b>filed</b> 11:14 15:7 <b>files</b> 91:23 121:25 <b>filing</b> 31:4 32:20 <b>filings</b> 30:22,24 <b>fill</b> 50:14 <b>find</b> 16:20 34:24 47:5 70:19 103:16 103:24 117:8 121:16,17 127:6 <b>finish</b> 7:15 <b>first</b> 3:19 5:14 13:11 14:7,19 15:16 45:22 46:14 49:2 56:6 63:7 66:13 69:4 82:15 83:13 103:18 110:21 116:12 120:18	<b>fits</b> 42:25 <b>five</b> 5:24 18:22 25:4 27:15 50:5 68:17,19 70:2 74:15 134:22 <b>fixed</b> 33:21 <b>flat</b> 27:21 56:8,24 57:3 58:4,7 60:22 65:11,12 78:9,18 83:14,21 <b>floor</b> 2:6 72:8 85:25 <b>fluctuated</b> 23:10 <b>fluctuates</b> 29:3 <b>fly</b> 122:17 <b>fm</b> 21:3 <b>fmcsa</b> 32:21 <b>following</b> 82:9 137:23 <b>follows</b> 3:20 <b>foot</b> 101:25 <b>ford</b> 102:23 <b>foregoing</b> 139:7,9 <b>forget</b> 31:8 <b>forgive</b> 48:24 <b>forgot</b> 4:24 11:7 103:20 <b>form</b> 14:21 29:13 29:25 <b>format</b> 64:25 93:21 94:20 95:17 <b>formed</b> 15:4 22:2 22:4 36:12 115:24 <b>forming</b> 30:7 <b>fort</b> 2:16 <b>four</b> 24:23,24 33:7 33:10 75:9,10 91:8 131:7 <b>fpg</b> 1:2 <b>frank</b> 21:4
--	---	---	--

[free - helper]

<b>free</b> 100:18 129:11 <b>freight</b> 20:25 21:8 <b>freightliner</b> 102:23 <b>freights</b> 20:19 <b>frequently</b> 82:4 85:5 <b>friday</b> 56:2 58:12 87:25 <b>friends</b> 45:4 <b>front</b> 73:16 <b>froze</b> 85:13 <b>frozen</b> 85:7 <b>fuel</b> 57:6,9,12 106:1 132:23 133:4 <b>fueled</b> 132:23 <b>fueling</b> 132:21 <b>full</b> 4:3 <b>fun</b> 64:6 <b>furnished</b> 142:12 <b>furniture</b> 20:20 <b>further</b> 139:11	131:15,23 132:7 <b>go</b> 6:6 10:20 31:13 32:11 48:5 59:22 60:17 64:10 65:21 68:18 79:9 83:12 90:1 96:12 99:20 100:18 104:17 111:24 118:22 121:10 123:10 131:25 135:11 138:2 <b>goes</b> 109:22 <b>going</b> 6:6,10 36:4 48:5 49:25 53:13 56:6 64:13 66:19 66:21 67:7 69:13 71:22 77:10 81:1 82:23 83:12 84:3 88:14 90:15,17 91:15 95:7 96:12 109:25 110:24 111:4,24 114:11 116:4 121:10 124:23 134:23 135:4,10 137:21	<h data-bbox="865 184 1166 237">h</h> <b>h</b> 49:1,5 50:19 140:10 <b>half</b> 6:3 <b>hand</b> 100:20 <b>handful</b> 92:7 119:10 <b>handle</b> 33:19 34:1 <b>handled</b> 30:21 91:2 <b>hang</b> 99:18 <b>hanson</b> 2:13 <b>happen</b> 24:13 99:9 <b>happened</b> 26:4 30:16 <b>happening</b> 101:10 <b>happens</b> 33:20 <b>happy</b> 8:2,5 <b>hat</b> 80:20 <b>hats</b> 44:7,8,12 <b>hbc</b> 96:17 <b>hdl</b> 9:24 10:4 14:15,19 16:8,13 18:25 19:8,15 20:11 24:10 28:2 31:20 32:5 33:7 36:17 37:5 41:7 41:13,23,25 43:11 43:21 44:21 45:21 45:25 46:13 47:12 47:20 48:2,3,17 49:21 51:16 52:9 52:14 53:21 63:5 63:11 72:23 74:2 74:6,11 76:23 77:3 80:15 90:1 92:13,22 96:16 98:5 99:11 101:6 106:4 107:1,7,17 108:5,9,10,14 111:5,7,16 113:18	114:3 115:10 117:6,13 122:7,14 123:5,15 126:6,9 126:15,16 127:11 127:15,20,25 129:6,7,16,24 130:2,3 131:5 132:9,10 133:17 133:22 134:19 135:22 137:9,11 <b>hdl's</b> 92:3 107:14 107:23 <b>hdlk20174</b> 90:11 90:17 141:6 <b>hdlk2018</b> 77:12,14 140:22 <b>hdlk2023</b> 81:5,10 140:24 <b>hdlk2029</b> 84:6,11 141:4 <b>hdlk2274</b> 53:4,16 140:12 <b>hdlk2280</b> 63:23 64:3 140:14 <b>hdlk2285</b> 91:16,18 141:8 <b>hdlk2286</b> 66:25 67:2 140:16 <b>hdlk2291</b> 71:6,9 140:18 <b>head</b> 6:18 121:19 <b>health</b> 119:19 <b>hear</b> 7:13,19 77:19 105:2 <b>hears</b> 7:22 <b>held</b> 1:18 <b>help</b> 63:7,7 69:9 <b>helper</b> 24:2,23 25:6 27:20 41:12 68:1 74:19 75:1,3 80:22 86:15,22
<b>g</b>			
<b>garvin</b> 2:13 <b>gas</b> 133:5 <b>gate</b> 101:24 102:11 <b>general</b> 20:19,25 21:7 131:13 <b>gentleman</b> 45:22 <b>gentlemen</b> 9:6 <b>give</b> 52:21,25 66:20 71:6,14 110:13 <b>given</b> 4:15,17 10:23 12:9 16:22 29:6 40:23 54:25 63:5 80:2 87:16 88:7,14 89:3 105:11 130:23	<b>good</b> 45:3 98:1 <b>goods</b> 20:20 <b>gotten</b> 96:25 <b>gps</b> 106:22 <b>graduate</b> 12:20 <b>gross</b> 112:17 116:18 122:24 <b>guess</b> 111:3 136:25 <b>guy</b> 46:1 130:20 <b>guys</b> 5:4 24:24 29:20 50:13 68:12 90:7 97:20		



**[helper - kathleen]**

87:6 91:12 <b>helpers</b> 27:16 28:11 43:20 68:5 <b>high</b> 12:17 13:9 <b>higher</b> 135:23 <b>hilberto</b> 50:18 <b>hino</b> 102:22 <b>hire</b> 25:11 <b>hired</b> 25:14 68:6 <b>hiring</b> 51:25 <b>hold</b> 29:19,21 53:1 90:18 128:23 <b>home</b> 59:13 85:23 85:24 86:7 90:25 91:4,10 100:19 106:14 109:7,9,11 109:20 125:13,15 <b>homedeliverlink</b> 110:23 <b>homedelivery</b> 110:23 <b>homedeliveryinc</b> 110:24 <b>homedeliverylink</b> 1:7 3:12,23 9:12 9:25 10:4 12:16 14:6,8 15:25 24:1 30:3 61:10 110:25 143:5 <b>honest</b> 81:24 <b>hopefully</b> 81:2 <b>hour</b> 6:3 <b>hours</b> 12:10 111:2 133:9 <b>house</b> 39:2 <b>hum</b> 7:1 38:9 <b>hundred</b> 27:15	<b>identification</b> 53:5 63:24 67:3 71:10 75:19 77:15 81:6 84:7 90:12 91:19 110:6 <b>identify</b> 3:7 <b>important</b> 7:8 <b>impossible</b> 108:7 <b>in's</b> 50:14 <b>inaudible</b> 85:5,10 <b>include</b> 137:24 <b>included</b> 124:10 <b>income</b> 15:10 16:5 16:10 37:7 40:9 45:13,16 135:23 136:9,20 137:1 <b>incomplete</b> 59:17 65:6,7 <b>incorporated</b> 14:24 25:25 26:12 119:14 <b>increase</b> 24:8 132:7 <b>increased</b> 28:13 28:14 <b>increasing</b> 131:25 <b>index</b> 142:1 <b>indicate</b> 29:5 41:20 <b>indicated</b> 32:10 41:24 86:19 139:8 <b>indication</b> 65:6,12 78:10 <b>indications</b> 41:4 <b>individual</b> 47:8 87:10 <b>individuals</b> 23:5,8 23:13,20 41:6 90:4 <b>industry</b> 13:12 14:4	<b>inexpensive</b> 132:22 <b>information</b> 118:18 131:21 142:12 <b>initial</b> 4:4 <b>innovel</b> 98:12 <b>input</b> 27:9 70:5 <b>inside</b> 31:7 <b>install</b> 136:11 <b>installation</b> 136:14 <b>installations</b> 136:16,21 137:4 <b>installed</b> 58:23 <b>instructed</b> 29:17 29:25 <b>insurance</b> 31:3 61:15 62:20,23,25 95:21,25 103:1,9 103:10,13,19 119:17,21,24 120:2 124:21 <b>interest</b> 22:8,24 <b>interested</b> 45:1 <b>internal</b> 96:15 <b>international</b> 102:16 <b>internationals</b> 102:14 <b>internet</b> 85:9,14 <b>interrogatory</b> 102:12 <b>interruption</b> 7:20 <b>interstate</b> 31:9,11 32:16 <b>interview</b> 52:1 <b>interviewing</b> 51:24 <b>intrastate</b> 31:6,10 <b>intuit</b> 26:14 28:5	<b>involved</b> 8:18 14:5 <b>involvement</b> 14:7 42:4 <b>irs</b> 16:11 40:8 116:13 122:25 125:21 <b>issuance</b> 42:4 <b>issue</b> 26:24 <b>issued</b> 29:10 110:22 111:7 129:23 <b>item</b> 78:7 86:4 98:21 99:10,14,22 100:8 <b>items</b> 21:16 59:6 61:12 98:10,12 99:3 100:5,15,16 100:16
<b>j</b>			
<b>j</b> 2:9 50:21 <b>jack</b> 20:25 21:9 <b>jacket</b> 80:19 <b>jackets</b> 74:15,19 <b>january</b> 75:16,18 78:2 82:16,25 83:7,13 84:12,25 140:20 <b>jay</b> 39:23 <b>jeritt</b> 50:21 <b>job</b> 13:11 14:3 23:2 102:4 134:3 <b>join</b> 69:12 <b>josh</b> 2:22 <b>jumps</b> 92:2 <b>jurat</b> 137:24			
<b>k</b>			
<b>k</b> 49:10 <b>kathleen</b> 1:19 139:4,16			
<b>i</b>			
<b>ic</b> 96:13 <b>idea</b> 49:13 63:1 86:16 130:12			

**[keep - magnetic]**

<b>keep</b> 37:2 86:18 105:15 107:11,18 118:8 121:24 133:8 <b>keeps</b> 81:10 <b>kept</b> 61:25 107:21 124:23 <b>kicks</b> 77:23 <b>kind</b> 20:21 34:2 39:7 46:1 65:24 76:17 80:10 85:12 89:2 98:15 <b>kloppel</b> 1:4 9:1 143:5 <b>knew</b> 9:19 35:12 37:6 97:17 <b>know</b> 5:16,22 7:21 9:9,13,16,22 10:4 16:19 26:7 30:10 43:1 48:6 54:4,18 62:8,20,24 65:22 68:12 70:5 76:13 77:23 80:21,24 81:10 85:13 88:19 88:21 89:16 91:9 92:19 94:4,15 95:5 102:17 104:4 113:7,17,23 114:9 115:4,12 116:23 117:3,7 118:6,16 118:18,19 119:6 120:6,11 121:16 122:2 124:3,15,17 124:25 126:1,5 127:16 128:1 131:4 <b>knowledge</b> 19:16 <b>known</b> 88:23	<b>l</b> <b>l</b> 49:2,10 50:8,19 50:19,22 <b>labeled</b> 64:14 <b>labor</b> 41:5 118:3 <b>large</b> 98:18 <b>law</b> 6:14 <b>lawsuit</b> 3:24 8:19 8:23 9:1 11:18 <b>lawyer</b> 4:20,23 8:22 <b>learn</b> 103:24 <b>learned</b> 44:20 <b>lease</b> 33:13,14,18 33:23 34:24 101:7 101:22 102:20 114:24 <b>leased</b> 34:2,12 101:2 102:13 108:4,13,19 <b>leasing</b> 34:7 101:20 104:9 <b>leave</b> 69:2 <b>left</b> 37:17,22 38:17 38:22,22 98:4 106:13 133:5,6 134:18 <b>legal</b> 119:5,8 124:16,19 139:16 <b>length</b> 102:8 <b>licenses</b> 125:1 <b>lichten</b> 2:4 <b>life</b> 4:14 <b>lift</b> 101:24 102:11 <b>light</b> 2:13 <b>limit</b> 31:18 <b>line</b> 137:24 142:4 142:4,9,14,18,18 143:7 <b>link</b> 110:24	<b>liss</b> 2:4 <b>list</b> 25:20 42:11 44:24 51:22 117:23 <b>listed</b> 37:4 71:1 93:14 120:5 125:10 <b>lists</b> 32:21 72:7 <b>litigation</b> 142:1 <b>little</b> 6:6 28:12 60:2,6 80:1 113:24 119:5 123:3,15 125:1 <b>living</b> 37:18 <b>llc</b> 14:22 15:4,15 16:6,12 17:12,20 18:4 21:24 22:5,9 22:25 29:14 30:1 30:12 35:15 36:1 36:12,14 38:13 115:21 116:7,14 117:4 122:8 124:5 143:1 <b>llrlaw.com</b> 2:10 <b>load</b> 59:1 <b>loan</b> 63:4,5,10,14 63:16 66:10 113:18 <b>locate</b> 16:16 25:17 115:10 121:14 128:19 129:23 <b>located</b> 12:24 25:13 47:16 51:21 <b>location</b> 3:6 17:6 21:17 54:22 65:22 66:3,4 73:22 97:16 99:24 100:6 104:16 107:20,21 125:14,17 <b>logistics</b> 18:17,17	<b>logo</b> 43:25 <b>logos</b> 43:19 <b>long</b> 4:9 5:25 8:3 9:13,19 14:13 35:18 45:3 46:19 83:19 <b>longer</b> 19:23 52:9 66:22 74:8 86:21 114:8 <b>look</b> 54:6 62:16,17 63:21 67:8 79:2 82:8,12 83:13 93:25 94:6 96:21 121:8 122:9,20 129:10,15 <b>looked</b> 53:24 55:15 67:18 75:9 82:7 87:14 92:4 109:4 112:20 118:21 121:13 123:14 135:19 <b>looking</b> 57:16 64:13,19 66:23 69:21 77:25 86:12 121:17 <b>looks</b> 58:10 67:19 70:4 72:11 79:20 83:14,24 116:16 125:22 <b>lost</b> 106:6,13 <b>lot</b> 18:13 50:13 54:19 93:1 121:24 <b>lower</b> 28:13 <b>luke</b> 130:14,15 <b>luongo</b> 1:20 139:4 139:16 <b>m</b> <b>m</b> 21:4,4 39:25 48:19 <b>magnetic</b> 43:2,4
---	--	---	--

**[mail - number]**

<b>mail</b> 129:13 <b>main</b> 2:15 5:7 <b>maintenance</b> 33:23 34:2,6 <b>making</b> 31:23 32:4 72:21 88:7,25 129:4 <b>man</b> 21:3 <b>manager</b> 130:2,20 <b>managers</b> 130:14 <b>manifest</b> 62:16 106:23 107:1 <b>march</b> 90:20 92:5 <b>mark</b> 53:13 <b>marked</b> 53:5 63:24 66:24 67:3 71:10 75:19 77:15 81:6 84:7 90:12 91:19 110:5,10 142:17 <b>mary</b> 21:4,5 <b>massachusetts</b> 2:7 <b>matter</b> 18:11 27:19 37:7 87:5 91:3 132:25 <b>mc</b> 31:14 <b>mcabe</b> 48:19 <b>mean</b> 10:18 11:20 14:25 17:8 24:7 29:7 48:10 87:23 93:9 94:4 106:12 120:23 134:7 <b>meaning</b> 6:12,22 31:9 <b>means</b> 21:11 56:12 <b>meant</b> 25:1 32:14 35:13 78:16 <b>mechanical</b> 34:17 <b>medicare</b> 26:21 <b>medications</b> 8:10	<b>memories</b> 65:17 94:17 <b>memory</b> 125:11 <b>mentioned</b> 97:24 97:25 <b>merchandise</b> 85:1 85:16 86:3,14,20 91:2 <b>met</b> 9:15,21 <b>mfm</b> 19:23 20:24 21:5 107:17 108:1 108:23 120:6,9,14 120:16 125:24 <b>microwaves</b> 98:20 <b>middle</b> 4:4 <b>mike</b> 1:4 8:25 9:7 <b>mile</b> 57:7,23 <b>mileage</b> 57:4 78:25 79:2,11 <b>miles</b> 34:4 57:23 79:5,18 83:7,16 <b>military</b> 13:5 <b>mind</b> 128:12 <b>mineola</b> 143:3 <b>minus</b> 76:25 <b>minute</b> 52:22 68:22 134:22 <b>minutes</b> 50:5 68:17,19 129:10 <b>miscellaneous</b> 63:3 67:20 <b>misclassification</b> 11:19 <b>misclassified</b> 11:21,25 <b>mistaken</b> 114:1 <b>mjp</b> 1:2 <b>models</b> 102:2 <b>moment</b> 66:21 71:7,14 110:2,14	<b>monday</b> 87:24 88:3 <b>money</b> 40:25 61:16,25 130:4 132:2 <b>month</b> 5:18 46:15 46:17 <b>monthly</b> 37:20 <b>motor</b> 17:24 30:12 30:25 <b>mouth</b> 25:19 103:14 <b>move</b> 45:6 <b>moved</b> 65:23 <b>moving</b> 84:18 <b>multiple</b> 47:13 89:10 105:1,5 <b>multiples</b> 81:18  <b>n</b>  <b>n</b> 2:2 3:18 20:24 21:2 31:11 49:1 50:19,22 51:2,3,4 139:1 140:2 <b>name</b> 3:22 4:3,25 15:2 27:2 36:2 42:17 43:22 45:23 48:20,22 49:1,2 50:20 51:19 55:12 68:11 74:22 92:25 96:21 116:8 143:5 143:6 <b>named</b> 50:8 <b>names</b> 48:6,7,21 97:23 98:1 <b>nancy</b> 20:24 21:3 <b>necessarily</b> 59:6 <b>necessary</b> 72:18 <b>need</b> 8:1 68:18,23 73:15 101:6 106:15,16,21 118:19 122:1	<b>needed</b> 29:17 73:8 73:16 89:16 90:2 90:7 104:22 105:19 132:24 133:18 <b>needs</b> 34:5 <b>negotiated</b> 80:14 <b>negotiating</b> 80:6 80:17 <b>net</b> 61:21 <b>never</b> 44:11 48:2 55:15 61:24 93:23 95:4 106:12 107:25 108:2 118:21 121:7 <b>new</b> 1:2,19,21 3:25 4:8,13 13:1 22:5 31:7 32:18 65:21 139:6 143:1,3 <b>nfm</b> 19:18,25 20:21 <b>night</b> 100:1 <b>non</b> 113:24 <b>normal</b> 34:20 <b>normally</b> 87:1 <b>notary</b> 1:20 138:17 139:5 143:23 <b>note</b> 39:2 84:23 <b>noted</b> 138:8 <b>notes</b> 134:23 139:10 <b>notice</b> 1:18 93:12 134:5 <b>noticed</b> 93:11 <b>number</b> 17:24 23:8,12,20 24:9 28:21 30:14,17 31:14 33:2 43:5 43:15 48:1 64:3 66:25 71:6 73:1
--	---	---	--



**[number - paperwork]**

81:9 87:18 105:10 122:23 131:4 140:22,24 <b>numbered</b> 53:16 77:12 90:17 110:11 <b>numbers</b> 53:4 58:14 63:23 67:2 71:9 77:14 81:5 84:6,10 87:17 90:11 91:18 110:4 140:12,14,16,18 141:4,6,8,10 <b>ny</b> 143:3,3	58:1,24 59:14,20 60:9,25 61:7 62:1 63:9 64:24 65:4 65:16 66:16 68:3 69:1 70:20 71:3 71:14 72:6,19,25 73:6 74:9,13,24 75:4,13 77:7 78:17,22 79:7,13 79:19 81:13 82:11 82:22 83:3,11,20 83:25 84:22 85:21 86:11,17 88:5,11 88:22 89:7,19,24 90:8 92:23 93:2 93:17 94:8,12 95:9,19,23 96:3,10 96:22 97:4,11 98:2,7 99:1,8 100:22 101:11 102:6 103:7 104:3 104:14 105:7 106:7,17 107:4,10 109:14,23 110:20 111:3,14 112:6,15 112:24 113:5,12 113:22 114:10,15 114:22 115:3,14 115:23 116:3,17 116:22 117:15,19 118:1,13,20 119:3 119:13,23 120:10 120:13,20 121:9 121:11 122:11 124:9,24 125:9,19 126:12,18,21 127:7,21 128:9 129:12 130:13 133:25 134:21,25 135:1 136:24 137:21	<b>old</b> 45:3 99:2,5,9 100:16 143:3 <b>onboarding</b> 14:12 25:16 <b>once</b> 31:17,23 43:15 68:13 76:20 103:20 <b>ones</b> 95:7 <b>online</b> 11:7 <b>open</b> 52:22 64:9 71:7 77:11 81:1 84:4 90:18 91:15 <b>opened</b> 36:1,13 <b>operate</b> 17:22 25:2 42:19 73:16 105:20 133:15 <b>operated</b> 36:9 90:4 92:11 97:13 105:11 108:20 130:23 131:5 <b>operating</b> 24:25 26:1 33:3,7 35:23 36:7 41:25 55:11 89:11,22 92:20 105:25 106:25 107:16 108:9 131:20 <b>operations</b> 109:2 130:19 <b>opportunities</b> 130:4 132:6 <b>opportunity</b> 44:20 45:9 <b>option</b> 73:20 <b>oral</b> 6:17 <b>order</b> 138:3 <b>outside</b> 10:16 <b>outstanding</b> 77:2 <b>overlapped</b> 83:5 <b>owed</b> 77:4,5	<b>owned</b> 15:16 33:12 109:2 <b>owner</b> 21:23 23:4 37:12 38:21 <b>ownership</b> 22:8,24
<b>o</b>			<b>p</b>
<b>o</b> 49:10,10 50:19 50:19,19,22 139:1 <b>oath</b> 6:12 <b>objection</b> 132:17 133:1 <b>obviously</b> 46:16 119:21 <b>occupied</b> 66:5,6,7 <b>occurred</b> 43:17 <b>office</b> 109:5,6,8,9 109:13,20 125:10 125:13,16 <b>oh</b> 17:11 57:18 79:5 96:2 <b>oil</b> 34:5,10 104:15 104:17 106:1 <b>okay</b> 5:10 7:6,7,25 8:7,14 10:2,14 11:1,12 15:9 18:9 21:6,22 27:25 35:10,12 37:25 38:25 44:14 48:4 48:15,17,23 49:9 50:17 52:20 54:7 54:17 55:6,18,23 56:5,16,20 57:11			<b>p</b> 2:2,2 <b>p.c.</b> 2:4,14 <b>p.m.</b> 1:11 138:8 <b>pa</b> 31:13,18 <b>package</b> 62:20,24 <b>pads</b> 72:1,7 73:1,7 73:13,21,25 76:3 106:12 <b>page</b> 110:12,21 111:15 112:3,20 113:13 114:11 116:5 120:4 122:23 137:23 140:6 142:4,4,9,14 142:18,18 143:7 <b>paid</b> 16:7,13 25:21 26:5,6 27:10,21 28:10 36:23 38:7 38:19 39:13 42:12 44:16 56:1,24 57:6 58:7 60:22 61:21 62:2 63:14 63:16 65:7,13 78:24 79:21 80:14 81:22,24 83:22 99:7 101:16 104:6 113:8 117:6 121:5 122:7 123:4 <b>painted</b> 43:3 <b>pallet</b> 20:25 21:9 21:14 <b>paper</b> 52:18,19 70:18 <b>paperwork</b> 100:21 100:25 116:14

**[part - questions]**

<b>part</b> 98:24 <b>parted</b> 19:8 <b>partners</b> 19:9 <b>party</b> 139:12 <b>pass</b> 135:11 <b>passing</b> 87:9 <b>pay</b> 26:2 37:14,23 39:3 86:25 102:25 120:21 134:8,10 134:14 <b>paychex</b> 27:5,6,11 28:4 29:7,9 120:22,25 121:5 <b>paying</b> 101:13 <b>payment</b> 38:20 40:6 63:4 66:10 76:5 78:19 118:3 <b>payments</b> 36:16 36:24 37:2 38:3 39:8 46:12 54:8 72:12 74:16 91:8 117:4 <b>payroll</b> 24:20 26:8 26:11,14,15,18 27:3,7 28:6 42:4 120:6,22 121:1 125:24 <b>pending</b> 3:25 8:4 11:18 <b>pennsylvania</b> 31:16,20,24 32:3 <b>people</b> 59:12 65:23 <b>percent</b> 22:11 33:10 96:2 102:15 126:9 <b>percentage</b> 66:14 <b>performance</b> 76:9 76:13,24 <b>performed</b> 40:17 127:10	<b>performing</b> 51:16 <b>period</b> 9:17 23:17 29:6 47:19,21 48:13 49:18,23 50:1,10,24 51:9 83:4 92:20 108:15 <b>person</b> 6:7 7:9 15:8 69:9 <b>personal</b> 15:8 36:4 36:4,9 37:17 38:24 39:2,9,10 40:6,9,13 68:23 126:24 <b>personalized</b> 132:3 <b>personally</b> 30:21 32:3 39:14 40:17 40:25 136:15 <b>phone</b> 33:21 52:1 68:17 106:18,24 107:2,5,9 109:1 126:22,24 <b>phones</b> 106:19,22 <b>piazza</b> 1:20 139:4 139:16 <b>pick</b> 99:2,4 100:5 <b>picked</b> 58:25 99:10 <b>piece</b> 70:17 <b>pinned</b> 5:7 <b>placard</b> 42:22,24 43:2 <b>placards</b> 43:12 <b>place</b> 85:22 <b>placed</b> 117:24 <b>places</b> 37:5 132:21 <b>plaintiffs</b> 1:5 2:8 3:14 <b>please</b> 3:7,16 4:2 29:21 105:22 138:5	<b>plus</b> 57:3 <b>pm</b> 34:5 <b>point</b> 6:20 8:2 63:13 73:5 74:5 86:6 97:10 115:19 <b>policy</b> 103:24 <b>portion</b> 112:7 <b>position</b> 13:18 <b>possession</b> 10:22 <b>possibility</b> 96:23 122:19 124:14 <b>possible</b> 68:20 113:19 121:7 123:6,8 <b>possibly</b> 24:17,22 24:24 31:17 33:10 92:25 106:6 137:7 <b>potential</b> 45:13,16 <b>power</b> 33:1 <b>preferred</b> 6:18 102:3 <b>preparation</b> 10:23 <b>prepared</b> 10:8 <b>present</b> 2:21 <b>pretty</b> 12:12 15:3 25:13 27:12 28:6 <b>prevent</b> 8:9 <b>preventative</b> 34:6 <b>previous</b> 76:12 <b>printout</b> 53:20 94:14 <b>prior</b> 14:15 82:10 <b>probably</b> 69:5 79:12 82:9 83:17 90:6 97:25 <b>problem</b> 29:24 135:15 <b>problems</b> 34:11 <b>proceedings</b> 6:5 <b>process</b> 14:12	<b>produce</b> 16:18 110:18 129:2 <b>produced</b> 16:15 41:4 46:10 <b>product</b> 56:14 <b>production</b> 142:7 <b>professional</b> 124:16 <b>profit</b> 114:13 125:20 132:15 <b>profitability</b> 132:7 <b>pronounce</b> 48:25 49:12 <b>proprietor</b> 112:12 <b>provided</b> 6:4 28:2 106:3 110:17 117:13 <b>providing</b> 6:12 18:24 41:7 54:22 126:15 <b>public</b> 1:20 138:17 139:5 143:23 <b>purchase</b> 34:25 <b>purposes</b> 6:16 33:23 <b>pursuant</b> 1:18 <b>put</b> 21:14 41:9 45:10 54:9 55:21 60:20 69:10 73:11 92:24
<b>q</b>			
<b>qualification</b> 67:21 <b>qualified</b> 68:13 <b>question</b> 7:19,22 8:4 16:9 18:11 28:7 56:23 68:16 77:9 100:13 132:5 132:19 <b>questions</b> 7:15 18:14 60:12 71:23			

**[questions - repairing]**

75:6 118:15 134:25 135:14,17 142:17 <b>quick</b> 135:17 <b>quillen</b> 2:18 3:10 3:10,21,22 4:1 5:6 5:13 29:22,24 52:21 53:2,8,12,17 56:22 64:2,6,15 66:19 67:6,9 68:21 69:5,19 71:3,13 75:7,14,22 77:10,20,24 78:3 81:1,9,12 84:3,10 84:14 85:11 90:15 90:21 91:15,25 92:1 109:25 110:9 110:15 129:12 134:21 135:10 137:19 140:7 <b>quillen's</b> 53:6 63:25 67:4 71:11 75:20 77:16 81:7 84:8 90:13 91:20 110:7 <b>quit</b> 9:24 18:24 48:16	<b>rates</b> 103:17 <b>ready</b> 90:1 130:7 <b>really</b> 9:22 55:15 106:21 121:7,25 <b>reason</b> 7:18 66:17 70:9,22 88:8 95:10,14 105:14 134:17,20 143:7 <b>reasons</b> 34:23 85:6 <b>recall</b> 14:18 19:4 20:2 23:16 24:14 26:4,7 27:2 28:17 28:24 29:2 30:2,6 30:13,15 31:25 32:8 33:6 35:20 41:18,23 45:12,15 45:20 46:5,6,23 47:4,7,11,20 48:7 48:20,21 49:7,15 49:17 50:1,10,20 50:24 51:9,18,23 51:24 52:2,6,11,12 52:13 55:14 56:12 56:21 57:8 58:5 59:21,25 60:15,24 62:12 63:5,10 65:7,9,14,25 67:22 70:8 72:14,20 73:2,23 74:3,18 75:1 78:14 80:6,9 80:13 81:17 85:3 85:17,18 88:15 89:23 90:3 93:16 94:3,22 95:12,24 96:19 97:15,20,22 101:1,10,12 103:4 107:3 112:25 113:10 118:11,20 118:23 119:19 120:15 123:21 128:10 130:5,6,10	130:22 131:13 132:13 134:20 136:3,7 137:1,14 <b>receipts</b> 112:17 116:18 122:24 <b>receive</b> 95:6 126:10 <b>received</b> 11:4 13:9 36:16 40:25 46:13 53:20,24 54:10 82:5 89:5,15 94:2 94:19 96:15 100:4 110:1 113:18 116:25 117:5 122:10 123:12 129:13 135:22 <b>receiving</b> 52:13 81:17 116:13 <b>recess</b> 69:15 135:6 <b>recipient</b> 115:20 <b>recognize</b> 110:16 <b>recognized</b> 51:20 <b>recollection</b> 40:11 82:1 92:10 117:22 <b>reconnect</b> 69:8 <b>record</b> 3:8 4:3 6:23 7:3 8:4 35:14 64:2 69:14,18 118:16 121:12 135:5,9,11 137:22 <b>records</b> 29:4 41:19 41:24 47:24 86:18 92:17 105:9 116:13 121:22,25 128:15,19 133:8 <b>reduce</b> 101:7 <b>refer</b> 10:3 <b>referred</b> 103:19 <b>referring</b> 10:5 12:7,15	<b>refrigerator</b> 98:17 99:4,5 <b>refund</b> 76:24 <b>regarding</b> 5:15 8:22 <b>regardless</b> 82:4 <b>regional</b> 46:1 <b>regular</b> 34:2 <b>reimbursed</b> 113:24 <b>reimbursement</b> 57:10 <b>relate</b> 120:14 127:9 136:10 <b>related</b> 85:4 105:25 119:6 120:2 139:12 <b>relates</b> 75:15 78:1 84:12 90:19 118:7 124:18 <b>relationship</b> 76:23 <b>remainder</b> 38:20 <b>remaining</b> 58:11 <b>remember</b> 23:24 26:3,5 30:4 45:23 45:24 47:10 50:4 50:7,16 51:5 54:1 54:2 55:15 59:18 62:15 76:19 81:20 81:21 94:5,22 98:1,8 122:18 127:15,25 135:24 <b>remote</b> 1:16 <b>removed</b> 127:16 127:17 128:1 <b>rent</b> 105:4 <b>rental</b> 101:20 <b>repair</b> 35:5 104:21 104:24,25 <b>repairing</b> 34:21
<b>r</b>			
<b>r</b> 2:2 3:18 31:11 39:25 49:1,5 50:19,21 51:2 139:1 <b>r&amp;l</b> 18:18 <b>ran</b> 12:4 68:1 <b>rate</b> 27:21 28:10 28:17 56:8,25 57:3,6,13 58:4,7 60:22 65:11,12 78:9,19 80:14,16 80:16 83:22 101:12 103:25			

**[repairs - second]**

<b>repairs</b> 104:5 105:5 <b>repeat</b> 16:9 105:21 <b>repeatedly</b> 73:15 <b>replace</b> 106:15 <b>replaced</b> 33:21 <b>replacing</b> 99:3 <b>report</b> 123:24 <b>reported</b> 16:5,10 40:8 113:1 114:17 122:24 125:20 127:9 <b>reporter</b> 3:16 7:12 138:2,6 141:13 <b>reporting</b> 143:1 <b>reports</b> 123:19 <b>represent</b> 3:9 92:3 <b>represented</b> 4:20 <b>representing</b> 3:11 <b>request</b> 142:7 <b>requested</b> 72:15 130:9,11 <b>required</b> 26:17 30:10 34:1 101:25 <b>requirement</b> 43:14 <b>requirements</b> 102:7 <b>reside</b> 4:12 <b>resided</b> 4:9 <b>residential</b> 21:18 22:19 66:4 <b>response</b> 11:10 <b>responsibility</b> 34:13 <b>responsible</b> 34:21 <b>retail</b> 66:2 <b>retained</b> 141:13 <b>return</b> 99:11,15,24 100:9,10,16,17,20 102:24 111:25	112:8 125:7 128:20 <b>returned</b> 61:24 <b>returns</b> 41:3 109:4 118:10,19 127:3 135:20 137:2 <b>review</b> 10:15 11:3 129:14 134:23 <b>reviewed</b> 11:13 65:1 <b>right</b> 10:7 15:22 19:15 25:6,22 31:7,12 32:23 33:8 34:14 35:6 36:10 38:4,8,14,16 40:9 41:1 43:17 44:17,22 45:8 46:4 48:1 49:14 50:6 53:1,12,25 54:12,20,23 55:1,4 55:8,13 56:3,9 57:1,4,7,24 58:9 58:14 59:2,9 60:14,15,23 61:5 61:22,23 62:3,17 63:20 64:10 65:2 66:8,23 67:12,16 69:20 70:3 71:17 73:17 75:5,11,23 76:6,8 77:8,24 78:6,13,20 80:3,23 83:23 84:1,17,20 86:1,8,15 87:4,10 87:12,13,19 90:9 90:19,24 91:6,12 91:14,25 94:24 95:2,21 96:8,9,12 96:19,21 97:7 98:12 102:14 104:7 107:7 108:16 109:24	110:9,25 111:5,8 111:12,13,19,23 112:2,11,18,22 113:9 114:7 115:7 115:11,17,18,21 116:9,15,20 117:13 119:25 120:3 121:10 122:5,8,21,25 123:2,25 124:22 125:7,23 126:2,8 126:24 127:1,1,4 127:14 129:18,24 132:16 133:6,7 137:19 138:6 <b>riordan</b> 2:4 <b>road</b> 143:3 <b>rochester</b> 17:10 97:9 <b>roof</b> 34:16 <b>room</b> 69:11 109:12 135:3 <b>route</b> 32:15 60:3 <b>routes</b> 12:9 <b>ruling</b> 142:17 <b>run</b> 38:23 65:15 67:24 <b>running</b> 120:22 133:4	<b>s</b>	<b>s</b> 2:2 4:4 49:1,2,2,5 49:10 50:8,22 140:10 143:7 <b>safety</b> 30:25 <b>sake</b> 129:4 <b>salary</b> 27:12,14 37:11,13 <b>sale</b> 65:20 <b>sales</b> 112:17 116:19 122:24	<b>sancher</b> 49:1,3 <b>satcher</b> 49:4,25 <b>saturday</b> 56:2 58:12 88:3 <b>save</b> 132:20 <b>saw</b> 14:9,19 <b>saying</b> 21:2 128:7 <b>says</b> 59:10,25 61:19 65:10 67:8 81:16 119:18 121:23 124:1 <b>schedule</b> 87:22 88:1 89:2 112:8 113:2,14 114:12 116:4,8,11 117:1 120:5 122:22 127:9 128:22 129:2,20 135:24 <b>scheduled</b> 89:10 89:12 <b>school</b> 12:17 13:9 <b>scopelitis</b> 2:13 3:11 <b>scopelitis.com</b> 2:19 <b>scott</b> 4:5 <b>scratched</b> 85:25 <b>screen</b> 53:7,9 64:1 67:5 71:12 75:21 77:17 81:8 84:9 85:7 90:14 91:21 110:8 <b>sdo</b> 32:11 78:10,16 79:14 80:11 <b>searched</b> 47:3 117:7 <b>sears</b> 56:15 98:12 127:17,19,24 <b>second</b> 29:21 53:1 76:5 82:24 83:5 91:7 96:13,25
---	---	--	----------	---	---

**[second - situation]**

99:19 111:15 113:13 120:4 128:24 <b>seconds</b> 52:25 <b>see</b> 5:4,8,10,11 53:9 55:5 57:12 57:15,18,20,20 60:7,10 61:10 64:8,16,17,22,23 65:16 66:11 67:10 67:14 71:20 72:2 72:9 74:16 78:4 78:25 79:22,23 82:17 83:1,8,9,16 84:15 90:22 91:7 94:10,11 95:3,22 96:7 111:1,16,21 112:3,9,13,23 113:15 114:14,19 118:4,5 129:12 <b>seeing</b> 94:5,23 95:12,17 97:19 <b>seen</b> 6:18 93:23 95:4 135:25 <b>select</b> 104:11,22 <b>sense</b> 60:21 78:21 <b>sent</b> 10:24 11:3 122:4 <b>separate</b> 35:19 37:4 54:10 59:5,6 74:2,6 75:9,10 97:1 109:6,10,12 115:4 120:21 123:15 125:13,16 136:12 <b>separately</b> 37:3 <b>serve</b> 13:5 <b>service</b> 42:12 80:2 104:11,12,13 106:5 107:8 112:12	<b>services</b> 14:22 15:11,14,15,21 16:6,12 17:12,20 18:4,21,25 20:9,22 21:24 22:8,19,25 23:3,6,9,13,21 25:22,23 26:25 28:2,22 29:6,14 30:1,11 34:13,19 35:3,5,15,25 36:8 36:14,18,21,24 37:12 38:3,13,19 39:15 40:3,14,22 41:7,13,17,21,25 42:5,8,8,15,17 43:6,10,24 44:5,8 44:12 48:8 49:19 50:11,25 51:16 52:3,7 54:23 55:11,20 63:17 68:6 87:8 89:9 91:6 92:12,21 96:6 98:11 104:6 106:4 107:11 108:6 109:2 113:9 115:21 116:7,14 117:4,12,12 119:5 119:7,8 121:2 122:8 123:5,19 124:5,12,17,19 126:7,15,15 127:10 134:13 <b>services's</b> 37:15 44:17 101:16 107:19 <b>set</b> 12:4,6 37:13 39:6 46:2 87:21 98:22 133:17 <b>settings</b> 5:9 <b>settlement</b> 32:10 52:14 53:19 54:11	55:13,24 57:13 60:11,14 61:3,8 64:21 66:9 68:7 70:1,15 71:4,18,24 72:16 76:1,10,12 81:18 82:6 84:24 86:13 87:2 92:4,8 93:4,14 94:1,10,18 97:1 106:10 <b>settlements</b> 63:19 <b>seven</b> 28:25 133:15,21,23 <b>sh</b> 65:14 83:6 <b>shakes</b> 6:18 <b>shared</b> 53:7 64:1 67:5 71:12 75:21 77:17 81:8 84:9 90:14 91:21 110:7 <b>sharing</b> 53:9 <b>sheet</b> 55:13 57:13 60:19 61:3,9 84:25 86:13 92:4 97:1 143:1 <b>sheets</b> 93:14 <b>shipped</b> 21:15 <b>shirts</b> 43:19,24 44:4 74:15,19 80:19 <b>shop</b> 103:16 <b>shopping</b> 103:21 103:21 <b>show</b> 6:19 12:5 47:24 59:16 90:15 92:8,18 95:1,20 96:16 105:10 109:25 114:12 115:20 116:13 134:3,5 <b>showed</b> 93:4,6,13 112:21 135:20,22	<b>showing</b> 54:15 106:10 110:10 112:2 116:7 122:7 <b>shown</b> 53:5 54:21 55:7,12 63:24 67:3 70:23 71:10 75:20,25 77:15 81:6 82:19 84:7 88:6 90:12 91:19 95:15 110:6 <b>shows</b> 46:11 55:3 55:25 56:8,11 62:24 66:10 70:1 74:15 83:5 112:1 112:11,16 113:14 114:23 137:2 <b>shuttle</b> 56:13,25 65:15,18 83:6,18 83:18 <b>sic</b> 19:18,25 20:21 <b>side</b> 42:25 69:11 <b>sign</b> 11:6 119:2 <b>signage</b> 43:8 <b>signature</b> 137:24 139:15 <b>signatures</b> 47:13 <b>signed</b> 47:8 69:4 <b>signing</b> 46:23 47:4 47:11 63:10 118:23 <b>similar</b> 53:18 66:1 67:18 <b>similarly</b> 108:18 <b>simultaneously</b> 107:17 <b>sir</b> 12:18 18:14 64:16 67:7 <b>sit</b> 70:21 85:3,16 91:9 <b>situation</b> 34:15
---	---	--	--

[six - taken]

<b>six</b> 5:24 24:24 28:22 45:19 72:7 101:14 <b>size</b> 42:23 102:8 102:10 <b>slafias</b> 48:25 49:2 49:4 <b>slider</b> 72:8 <b>sneaking</b> 7:11 <b>solely</b> 51:15 <b>solutions</b> 139:16 <b>soon</b> 66:6 <b>sorry</b> 4:25 27:23 28:7 29:20,23 35:11 48:11 51:4 56:21 62:22 66:21 68:25 77:21 79:9 85:11 95:13 99:20 105:2 116:6,10 118:3,14 121:2 123:7 128:6,23 <b>sort</b> 26:21 31:3 47:1 57:9 85:19 106:1 <b>sound</b> 46:12 47:25 <b>sounds</b> 9:7 <b>source</b> 37:8 <b>south</b> 12:23 79:12 <b>space</b> 66:5 109:6 109:10 <b>speak</b> 7:9 <b>special</b> 79:21,25 80:2,7,11 <b>specials</b> 59:25 60:12 <b>specific</b> 70:6 87:9 104:16 131:2 <b>specifically</b> 12:13 72:7,21 128:11 <b>spell</b> 39:24	<b>spelled</b> 40:1 <b>spirit</b> 19:18,23 20:5,9 107:18,23 108:19,20 <b>spiro</b> 18:17 <b>spoke</b> 45:20 <b>spoken</b> 5:21 8:25 <b>sporting</b> 20:19 <b>spots</b> 60:20 <b>spreadsheet</b> 53:15 64:18,20 67:7,17 69:22 81:2,14 93:5,18 94:1,18 95:5 <b>spreadsheets</b> 87:15 92:8 106:11 <b>stand</b> 56:17 <b>standards</b> 109:21 <b>start</b> 7:15 17:7,9 63:6,7 104:15 <b>started</b> 15:21 28:3 33:16 35:21 46:14 46:24 74:3 87:11 103:18,21,21 120:18 123:9 137:11 <b>starting</b> 97:10 <b>startup</b> 73:8 113:14 <b>state</b> 1:21 3:8 4:2 79:10,11,16 139:5 <b>statement</b> 53:19 54:11 55:25 60:11 60:14 64:21 66:9 68:8 70:1,15 71:4 71:18,25 75:8 76:1,11,12 82:6 94:10 <b>statements</b> 32:11 52:14 72:16 75:10 81:18	<b>states</b> 1:1 32:18,25 <b>station</b> 133:5 <b>stenographic</b> 139:10 <b>steve</b> 51:2 <b>stivers</b> 2:22 <b>stood</b> 58:5 <b>stop</b> 58:20,22 59:15 60:23 65:6 76:21 128:14 <b>stopped</b> 127:24 <b>stops</b> 27:19 58:13 58:18 59:7,10,12 59:17 65:8 78:24 <b>store</b> 56:15 65:18 107:22 <b>stove</b> 98:16 <b>strap</b> 72:9 <b>straps</b> 72:5 106:6 106:13 108:25 <b>street</b> 2:5,15 <b>strict</b> 25:15 <b>stub</b> 134:10,14 <b>stuff</b> 26:19 123:16 <b>subscribed</b> 138:13 143:21 <b>success</b> 40:21 <b>supplied</b> 43:21 44:1,4,10 72:4 74:22 123:18 <b>supplies</b> 106:5,9 <b>supply</b> 106:19 <b>support</b> 19:12 142:1 <b>suppose</b> 79:6 <b>supposed</b> 5:3 104:10 <b>sure</b> 6:9 7:21 20:3 29:12,22 35:13 38:1 40:10 41:8 41:10 42:2 43:16	43:18 46:21 47:14 48:25 49:21 52:24 53:2 60:18 67:25 68:9,11,14,21 74:12,23 75:3 78:15 85:8 88:9 92:16 93:9 94:15 98:23 105:15,23 107:8 109:22 113:4,19 114:4,19 114:21 116:11 117:9,14,18 119:8 119:10,15,22 120:9,17,19 121:6 121:20 122:3 123:22 124:14 125:3,4 126:3 127:20 128:2 129:5 131:1 132:4 137:5 <b>swear</b> 3:16 <b>sworn</b> 3:19 138:13 139:8 143:21 <b>syosset</b> 17:10 97:6
			<b>t</b>
			<b>t</b> 3:18 31:11 39:25 49:5 50:19,21,21 51:2,3,4 139:1,1 140:10 <b>tab</b> 67:8 71:18 75:15 82:15,24 83:5,13 96:13 <b>tabs</b> 64:12 81:15 <b>take</b> 8:1,6 16:2 26:16 37:11 38:20 56:14 62:17 63:21 66:21 68:18,21,22 68:23 82:12 83:19 129:10 134:22 <b>taken</b> 1:17 40:6,12 62:11 69:16 114:2



**[taken - transportation]**

135:7 <b>takes</b> 34:16 35:5 <b>talk</b> 95:13 <b>talked</b> 5:22 9:23 76:4 104:4 106:9 111:10 <b>talking</b> 7:13 99:21 104:13 120:18 <b>tax</b> 41:3 109:4 111:25 112:8 118:10,19 125:6 127:3 128:19,20 135:20 <b>taxes</b> 15:5,7 26:18 41:9 113:6,21 114:20 118:9,24 121:8 124:13,25 <b>team</b> 72:9 <b>teams</b> 24:12 <b>tear</b> 34:20 <b>tell</b> 60:5 80:4 86:13 104:9,17,23 118:22 133:20 134:1 <b>telling</b> 81:11 118:8 <b>tells</b> 34:7 <b>ten</b> 14:17 <b>terminated</b> 76:22 134:18 <b>terms</b> 93:6 <b>testified</b> 3:20 136:1 <b>testifying</b> 8:9 <b>testimony</b> 6:13 16:13 117:10 125:25 126:13 136:6 <b>tests</b> 67:24 <b>texas</b> 2:16 <b>thank</b> 5:12 135:13 138:7	<b>thing</b> 17:17 84:23 89:14 106:2 108:23 <b>things</b> 6:9 7:1,2 10:24 19:11 26:22 60:20 68:23 71:24 72:5 73:14 74:1 103:15 105:1,5 118:17 119:10,15 123:17 128:13,14 <b>think</b> 7:2 24:19,21 31:10 66:13 70:9 70:22 81:23 82:12 87:1 94:13 95:14 102:12 121:4 123:9 127:2 128:1 128:25 129:7 130:16 135:19 <b>thought</b> 123:16 128:6 <b>three</b> 24:21,25 25:3 33:9 74:15 89:25,25 <b>thursday</b> 56:2 58:12,17 83:7 <b>tie</b> 40:16 72:4,8 73:2,10,12,21 74:1 <b>ties</b> 72:1 73:7 76:3 <b>time</b> 3:5 7:9,12 9:14,17 14:1 16:2 18:2,6 22:15 23:10,14,16,21 24:18 28:2,13 29:6 45:3 47:7,19 47:22 48:13 49:17 49:23 50:1,10,24 51:9 52:15 62:12 66:7 68:25 69:14 69:18 72:22 73:24 74:20 83:4 86:6 88:4,21 89:13	92:21 100:23 102:15 108:15 115:19,25 116:12 130:23 133:18 134:6 135:5,9 137:22 138:8 <b>times</b> 5:20,23 31:25 32:8 88:12 93:3,11 <b>title</b> 23:2 <b>tna</b> 55:19 64:14,14 67:8 71:18 75:15 75:17 81:15,15,16 82:15,15,24 140:20 <b>tna2</b> 81:16 82:24 <b>today</b> 4:21 6:6,10 8:10 10:9 70:21 85:4,16 91:10 101:19 <b>today's</b> 3:4 <b>told</b> 30:9 34:5 88:13 122:16 133:19,22 <b>tony</b> 51:7 <b>top</b> 57:17 94:9 121:19 <b>tossed</b> 121:18 <b>total</b> 61:3,18,18 131:4 <b>totalling</b> 118:3,4 <b>town</b> 32:12 78:12 79:3,15 <b>traina</b> 1:17 3:3,21 4:5 8:15 14:21 15:11,13,15,21 16:6,11 17:12,20 18:4,20 20:8,22 21:23 22:8,18,25 23:3,6,9,13,21 25:12,22,23 26:25	28:22 29:6,13 30:1,11 34:13,19 35:2,4,15,24 36:8 36:14,17,21 37:12 37:15 38:3,13,19 39:14 40:14,22 41:12,17,21,25 42:5,8,15,17 43:6 43:10,24 44:5,8,12 44:16 48:8 49:18 50:11,25 51:16 52:3,7 53:8 55:11 55:20 63:16 64:17 67:22 68:6 69:10 69:20 85:8 87:8 89:9 91:5 92:12 92:21 98:10 101:16 104:6 106:3 107:11,19 108:6 109:2 110:4 110:13 112:3 113:8 115:20 116:5,7,14 117:4 117:12 119:7 121:1,2 122:7,23 123:4,19 124:4,11 126:7,14 127:10 129:18,24 134:13 135:13,19 138:10 139:7 140:4 141:10 143:6,19 <b>traina's</b> 129:2 <b>transcript</b> 6:20 138:4 <b>transcription</b> 139:10 <b>transmitted</b> 52:17 <b>transportation</b> 13:12 14:4 15:20 17:19,23 31:2,6
---	--	---	---

## [travel - week]

<b>travel</b> 32:14,17 <b>treat</b> 27:17 <b>truck</b> 25:5,8 33:20 34:16 55:17 56:18 56:25 57:1 58:8 65:13 73:3,4,12,17 73:19 74:1 76:20 78:19 83:15 92:11 92:20 96:25 100:17 101:8,23 101:24 102:9,10 104:22 105:17,24 105:25 108:9 114:23 119:23 137:9 <b>trucking</b> 112:13 113:9 117:12 <b>trucks</b> 24:12,22 25:1,3 33:2,7,12 33:18 34:3 42:18 43:9 89:11,16,22 90:1,2,4 96:1 101:3,6 102:17,21 103:2,9 105:11 107:12,19,22 108:4,13,18 130:8 130:17,22 131:2,2 131:3,5,8,14 134:2 <b>true</b> 6:13 22:14 139:9 <b>truth</b> 118:22 <b>truthfully</b> 8:10 <b>try</b> 7:16 121:24 <b>trying</b> 52:22 94:6 122:9,19 123:9 <b>tuesday</b> 56:1,7 <b>turn</b> 69:6 100:25 <b>turning</b> 118:24 <b>two</b> 9:6 19:19,21 25:9 52:12,25 54:3,4,9,15 59:12	65:12 67:18 72:12 72:16 74:16 80:19 81:15,22,25 82:3,8 83:21 90:2 101:6 108:5 111:2 122:13 123:13 126:6 127:11 131:7 <b>tx</b> 139:17 <b>type</b> 20:8,10,16 21:12 56:8 58:4 65:11 78:9 83:15 101:23	<b>uses</b> 39:10 <b>usually</b> 105:5 134:10	<b>wanted</b> 35:13 45:4 45:6 60:5 66:22 69:25
		<b>v</b>	<b>warehouse</b> 17:9 21:15 56:15 59:2 89:17 99:16,25 100:9,10,18 107:13,14,23 130:24
		<b>v</b> 1:6 3:18 143:5 <b>vague</b> 132:17 <b>van</b> 13:14 14:2 15:19 45:7 136:12 <b>varied</b> 88:1 <b>vehicle</b> 34:12 35:4 39:2 <b>verbal</b> 6:17 <b>veritext</b> 139:16 143:1 <b>veritext.com</b> 139:17 <b>version</b> 47:12 <b>video</b> 5:7 6:19 69:6 <b>videographer</b> 2:22 3:2,15 69:13,17 135:4,8 137:21 <b>videotaped</b> 1:16 <b>view</b> 5:9 <b>virtual</b> 1:16	<b>washer</b> 98:16 <b>way</b> 12:3,3,6 68:17 91:3 99:12 <b>ways</b> 19:9,9 <b>we've</b> 67:18 84:18 111:10 <b>wear</b> 34:20 43:20 43:24 44:3 <b>weber</b> 2:9 3:13,13 5:1,15,21 69:9 128:23 129:19 132:17 133:1 135:2,16,18 137:18 138:3,5 140:8
		<b>w</b>	<b>website</b> 30:19 <b>wednesday</b> 56:1 58:3 <b>week</b> 27:15 28:9 28:15 31:17,23 37:22,24 38:7 40:19,23 54:2,12 55:1 56:23 58:12 61:22 67:13 69:22 70:3,14 71:19 75:15,17 76:15 78:1 81:19,24 82:3,6,9,9,13,16 82:25 84:12,19,19 87:16 95:1,8 96:5 101:8,14 105:12 132:3,8,16 133:15
	<b>u</b>		
	<b>ugo</b> 120:6,11 125:24 <b>um</b> 6:2 7:1,2 14:5 18:9 38:9 73:11 <b>underlying</b> 125:6 <b>understand</b> 6:9,11 6:24,25 38:2 62:11 100:12 132:4,18 <b>understanding</b> 11:17,24 16:7,21 41:11 <b>understood</b> 7:4 <b>unfortunately</b> 35:7,8 <b>uniform</b> 74:14 80:18 <b>uniforms</b> 44:10 76:4 <b>united</b> 1:1 <b>units</b> 33:1 <b>university</b> 13:3 <b>updated</b> 33:4 <b>use</b> 26:9 27:3,6 103:13 107:5 108:3 109:5,7,19 133:6		



**[week - zoom]**

133:22,24 140:20 <b>weekends</b> 87:25 <b>weekly</b> 37:20 38:18 39:7 53:23 86:25 101:4 <b>weeks</b> 41:16,20 54:3,9 75:10 81:22,25 88:1 111:11 <b>went</b> 14:11 20:4 30:19 104:19 105:18 <b>western</b> 1:2 <b>whitendale</b> 130:15 <b>williamsville</b> 12:23 13:1 <b>wilson</b> 9:3,10 50:21 97:18 <b>winter</b> 80:20 <b>wise</b> 79:11 <b>wish</b> 138:3 <b>withheld</b> 61:13,20 61:24 62:5 <b>withholdings</b> 26:16 <b>witmar</b> 39:23 <b>witness</b> 3:17,19 5:3,10 29:19,23 52:24 53:6,11 63:25 64:4 67:4 68:14 69:1 71:11 75:20 77:16,18,22 81:7 84:8 85:7 90:13 91:20,22 99:18 110:7 135:1 135:12,15 139:7 140:3 142:3 <b>witness's</b> 3:5 <b>word</b> 25:19 61:23 103:14 104:12 124:7	<b>wording</b> 45:10,12 <b>words</b> 58:23 <b>work</b> 6:10 17:2,16 20:12,16,21 23:6 25:15 40:16,22 44:25 46:17 52:3 52:7 80:1 87:24 88:13,19 93:4,13 96:14,17 106:3 126:5 127:10,24 134:5 <b>worked</b> 12:3,11 23:9,20,25 60:24 87:17 133:9 <b>worker</b> 87:10 <b>worker's</b> 61:15 <b>workers</b> 14:10 62:5,7,13 95:2,25 119:24 <b>working</b> 9:11,12 26:10 41:13 98:23 129:6,8 <b>works</b> 81:3 <b>worried</b> 55:16 <b>worry</b> 131:24 <b>worth</b> 2:16 <b>written</b> 128:14,16 <b>wrote</b> 70:17 <b>x</b> <b>x</b> 1:3,9 140:2,10 <b>xpo</b> 18:17 <b>y</b> <b>yeah</b> 16:14 23:11 24:11 26:18,19 31:13 34:4 43:18 46:14 47:1 52:15 57:20 68:9 72:3 73:18 78:21 79:5 79:17 80:4,24 83:9,17 87:11	93:23 95:3 96:7 97:3 98:19 100:1 101:9,18 104:19 106:12 112:19 115:12 120:1 121:15,23 123:8 124:23 125:15 126:25 130:19 132:18 134:14 135:25 136:22 137:7,11 <b>year</b> 14:18 16:19 19:4 23:24 24:14 31:4 33:5 39:12 40:13 46:8,13,20 49:21 51:6 92:18 103:6 113:10 114:4,13,18 116:19 117:20 118:25 119:11 121:11 122:12 123:24 124:23 125:2,21 126:8 127:2,22 137:4,8 137:13 <b>years</b> 13:13 14:17 19:13 28:25 29:12 92:13 122:17 129:7,9,17,21 136:2 <b>york</b> 1:2,19,21 3:25 4:8,13 13:1 22:5 31:7 32:18 139:6 143:1,3 <b>yup</b> 48:18 55:2 112:5,10 <b>z</b> <b>z</b> 49:10 <b>zoom</b> 6:8 7:10
--	---	--

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).

# **EXHIBIT 27**

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF NEW YORK

- - - - -  
MIKE KLOPPEL and ADAM WILSON, on behalf of  
themselves and all other similarly situated

persons,

Plaintiffs,

v. Civil Action No. 6:17-cv-6296-FPG

HOMEDELIVERYLINK, INC.,

Defendant.

- - - - -  
Deposition Upon Oral Examination Of:

Adam D. Wilson

Location: 120 East Avenue, Suite 200

Rochester, New York 14604

Date: December 3, 2019

Time: 10:00 a.m.

Reported By: CHRISTINE KESTER

1 ADAM D. WILSON - BY MR. BUTCHER

2 for their certified transcript charge, including any  
3 expedite or other related production charges;

4 AND IT IS FURTHER STIPULATED, that the  
5 Notary Public, CHRISTINE KESTER, may administer the  
6 oath to the witness.

7 \* \* \*

8 (The following exhibits were marked for  
9 identification: Exhibits 1, 2 and 3.)

10 ADAM D. WILSON,

11 called herein as a witness, first being sworn,  
12 testified as follows:

13 EXAMINATION BY MR. BUTCHER:

14 Q. The court reporter has handed you what's  
15 been marked as Exhibit 1. Mr. Wilson, can you take a  
16 look at Exhibit 1? I'll represent for the record that  
17 it's a printout from the New York State Department of  
18 State Division of Corporations. It lists ECC Movers,  
19 LLC.

20 Mr. Wilson, are you familiar with ECC  
21 Movers, LLC?

22 A. Yes.

23 Q. Are you the owner of ECC Movers, LLC?

24 A. Yes.

25 Q. And have you been the owner of ECC Movers

1 ADAM D. WILSON - BY MR. BUTCHER

2 Q. Let's go back to Exhibit 2. If you look  
3 at part 2, under advertising is a \$1,200 expense for  
4 advertising.

5 MR. ALBA: Are we still on the 2014  
6 Schedule C?

7 MR. BUTCHER: We are.

8 MR. ALBA: Thank you.

9 Q. Mr. Wilson, do you recall what the  
10 advertising that ECC Movers did was for?

11 MR. ALBA: Right there (indicating).

12 A. 330 -- oh, \$1,200. Offhand, I don't know  
13 exactly what that was for. Probably -- usually we  
14 advertise for like baseball teams and stuff like that  
15 and just like shirts or whatever, like sponsorships  
16 for like, you know, baseball clubs or something like  
17 that. That's probably what that would be for. I  
18 usually do that every year for my nephew's team. So  
19 we usually do something like that for them.

20 Q. Besides advertisement for your nephew's  
21 baseball team, any other advertisements that you  
22 recall ECC Movers running?

23 A. Not at that time.

24 Q. Was there any advertising that ECC Movers  
25 did other than the baseball team at any point?

1 ADAM D. WILSON - BY MR. BUTCHER

2 A. Not at -- at this Exhibit 2, no. I don't  
3 remember.

4 Q. I'm not limiting it to Exhibit 2. Is  
5 there any advertising --

6 A. So no.

7 Q. Is there any advertising that ECC Movers  
8 has done at any point during its existence other than  
9 for your nephew's baseball team?

10 A. Recently when we purchased our own  
11 vehicles, we advertise on our trucks. So we do have  
12 advertisement on those, logos, stuff like that.

13 Q. At line 15 of the Schedule C -- again,  
14 we're still on 2014 -- lists \$15,408 in insurance. Do  
15 you see that?

16 A. Yes.

17 Q. Do you know what insurance products were  
18 purchased with that money?

19 A. That would be more than likely -- I don't  
20 know offhand again. But that would more than likely  
21 be probably insurance to carry whatever HDL's  
22 requirements at the time were.

23 Q. Were there any insurance that you had to  
24 have for the Appliance Associates' work?

25 A. Again, that would probably be something



1 ADAM D. WILSON - BY MR. BUTCHER

2 Q. Do you have documentation that identifies  
3 how much Mike Thurston paid for that one and a half  
4 percent interest?

5 A. I don't think he paid anything to be  
6 honest with you.

7 Q. Is this the -- would you have used the  
8 zoom legal products to facilitate this transaction?

9 A. No. I believe we used our accountant.

10 Q. How long has William Rager been a member  
11 of the company?

12 A. Same time, a year.

13 Q. What was the rationale for bringing  
14 William Rager in as a co-owner?

15 A. Same thing.

16 Q. Same thing as Mike Thurston?

17 A. And he deserved it, yeah.

18 Q. So did Jim, Mike and William share in any  
19 profits of ECC Movers?

20 A. Any profits?

21 Q. Correct?

22 A. At the end of the year, yeah.

23 Q. Is Jim Wilson now on a salary basis?

24 A. Yes. I believe so.

25 Q. Do you know what his salary is?

1 ADAM D. WILSON - BY MR. BUTCHER

2 Q. How are you paid for the work that ECC  
3 Movers does?

4 A. Just get a -- end of the year, K1 at the  
5 end of the year.

6 Q. Do you ever take disbursements during the  
7 year?

8 A. When needed.

9 Q. And are those withdrawals based on how  
10 well the company is doing financially?

11 A. Yeah.

12 Q. Other than those withdrawals, there is no  
13 pay you receive from ECC Movers?

14 A. No.

15 Q. That was a double negative.

16 It's accurate to say that there are no  
17 payments other than the withdrawals that you receive  
18 from ECC Movers?

19 A. Correct.

20 Q. And has that been the case since the  
21 formation of ECC Movers in 2011?

22 A. Correct.

23 Q. So you do not take separate pay for labor  
24 or services provided as a driver on the days you would  
25 work as a driver for ECC Movers?

1 ADAM D. WILSON - BY MR. BUTCHER

2 purchase trucks?

3 A. Correct.

4 Q. How many trucks does ECC Movers currently  
5 own?

6 A. Eight.

7 Q. After the contract was terminated in 2016  
8 with HDL, ECC Movers continued to provide services to  
9 Appliance Associates?

10 A. Correct.

11 Q. Any other customers that ECC Movers  
12 provided services to after terminating the contract  
13 with HDL?

14 MR. ALBA: Object to the form.

15 A. Orville's. We started Orville's a little  
16 bit after that, I believe. About two years ago, so  
17 roughly right around that time.

18 Q. So other than Orville, Appliance  
19 Associates and the contract with HDL, those are the  
20 three contracts that you serviced since forming ECC  
21 Movers?

22 A. Correct. Well, Spirit too.

23 Q. Are the trucks that ECC owns used  
24 interchangeably now between the Orville account and  
25 Appliance Associates' account?

1 ADAM D. WILSON - BY MR. BUTCHER

2 insurance, we would just have to carry cargo and it  
3 would be cargo in excess of \$50,000. J.B. Hunt you  
4 had to be fully liened on everything that you took  
5 from them, which was just ridiculous.

6 So we had to go through an insurance  
7 company for that. And there was only one insurance  
8 company that would cover that and it was out of  
9 California. And they just -- it was ridiculous. Just  
10 a huge amount.

11 Q. If at any point there are things that you  
12 remember, add them. This is not a memorization test.

13 A. Okay.

14 Q. It's good that you brought up J.B. Hunt.  
15 When did ECC Movers contract with J.B. Hunt?

16 A. 2016. That's -- again, that's why the  
17 Schedule Cs are different, they have more money in  
18 there. That's why. 2016, I believe we worked for  
19 them for about a year up until maybe the beginning of  
20 2018. I'm not sure the exact end date for them, but  
21 it was roughly about a year we worked for them.

22 Q. Was the contract ECC had with J.B. Hunt  
23 overlapping with the contract ECC had with HDL?

24 A. No.

25 Q. Do you know approximately when in 2016 ECC

1 ADAM D. WILSON - BY MR. BUTCHER

2 A. Not all the time. I don't know if you  
3 want specifics. Two to three times a week. And that  
4 job was just basically Monday through Friday. They  
5 didn't work weekends.

6 Q. During the 2011 to the present period, ECC  
7 has contracted with at some point in time to move  
8 product J.B. Hunt, Appliance Associates, HDL,  
9 Orville's and Spirit?

10 A. Correct.

11 Q. And you don't recall any others?

12 A. There is no others.

13 Q. Were there uniforms required on the J.B.  
14 Hunt account?

15 A. No.

16 Q. Were there uniforms required on the  
17 Orville account?

18 A. No. Let me correct that. We have our own  
19 uniforms. There aren't no requirements through  
20 Orville's, but we require ourselves. So we have our  
21 own.

22 Q. And what do the uniforms that ECC Movers  
23 have say?

24 A. Just ECC Delivery.

25 Q. T-shirt?

1 ADAM D. WILSON - BY MR. BUTCHER

2 And below that on the Friday that you -- on the  
3 Saturday that you worked there is a "DT," are the two  
4 letters. Do you know what DT stands for?

5 A. That's the dedicated truck.

6 Q. During the week of this May 17, 2014, on  
7 the other days of the week, is it possible you would  
8 have been servicing the --

9 A. Appliance Associates.

10 Q. -- Appliance Associates' account?

11 A. That's possible. I wouldn't be able to  
12 tell you where I was at that time. It could have  
13 been -- could have been on a different truck. I could  
14 have been doing other stuff for HDL. Other trucks  
15 that we took out that week, I could have been on that  
16 truck specifically, not as a driver. I could have  
17 been a helper.

18 Q. How often were you working as a helper on  
19 a truck as opposed to a driver?

20 A. Whenever needed. I'm not -- specifically  
21 dates or days, I mean -- but whenever it was needed,  
22 so...

23 Q. Do you have an estimate as to how often  
24 you were needed as a helper?

25 A. 10 percent of the time. I don't know.

1 ADAM D. WILSON - BY MR. BUTCHER

2 was under contract with HDL in which you did not  
3 deliver any product under that contract?

4 MR. ALBA: Object to form.

5 You can answer.

6 A. I have no idea to be honest with you. I  
7 don't have any specific dates.

8 Q. Do you have any reason to doubt that you  
9 did not transport any product as a driver, helper on  
10 the HDL contract between May 7, 2016, and May 28,  
11 2016?

12 A. Again, I -- that I would not know. I  
13 don't know if maybe I was in Rochester at that time.  
14 These specific dates, I don't know. I don't know how  
15 many we ran at that time. I couldn't tell you.

16 Q. It's possible?

17 A. It's possible, but highly unlikely if  
18 there was a whole month that goes by. It's highly  
19 unlikely that I didn't work on one of those trucks at  
20 some point or in some fashion. Just because there's  
21 names down there for drivers, that doesn't mean that  
22 I'm not on a truck.

23 Q. And how would we find out if you were on  
24 one of these trucks or not?

25 A. That would have to be through their

1 ADAM D. WILSON - BY MR. BUTCHER

2 manifests. I don't know. I don't log my days.

3 Q. What is on the manifest that would  
4 identify if you were on the truck or not?

5 A. Again, I don't know. I don't know how  
6 they do their situations as far as drivers, helpers.  
7 I don't know if they just list one person or if -- or  
8 if they list two. That I'm not sure.

9 Q. So it's possible the manifests wouldn't be  
10 helpful in identifying what trucks you operated on  
11 either?

12 A. Correct. I could have worked every day  
13 from the start to when we finished with them. You  
14 wouldn't know because I wouldn't know if I was on  
15 those trucks. If I was doing a helper job or if I was  
16 working with a driver or two drivers -- two drivers  
17 can be on the same truck. It doesn't matter. It's  
18 not specific to a driver, helper. We've had plenty of  
19 those.

20 Q. We know you weren't working on the truck  
21 every day on the HDL account, correct?

22 A. I wasn't working every day, correct. That  
23 obviously would be kind of -- I wouldn't be working  
24 six days a week for a whole year. So I probably had  
25 some days that I either took off days, I didn't work.



1 ADAM D. WILSON - BY MR. BUTCHER

2 A. Nothing. Just seeing how everything was  
3 running, how the routes were, how the -- or the  
4 manifests were, how the scores were. Scores were  
5 really your lifeline, basically dictated where you  
6 were all the time. You always want to make sure your  
7 scores were good.

8 Q. On the days that you were delivering for  
9 Appliance Associates, what time would you have to  
10 arrive at Appliance Associates?

11 A. Any time I wanted to.

12 Q. Where was the Appliance Associates'  
13 warehouse located?

14 A. 200 Amherst Street in Buffalo 14207.

15 Q. So would you go from the Innovel location  
16 in Buffalo for the stand-up meeting over to Appliance  
17 Associates?

18 A. If it called for that day, I guess, yeah.  
19 I don't specifically remember days like that, but...

20 MR. BUTCHER: Let's go off the record.

21 (There was a discussion off the record.)

22 Q. Mr. Wilson, after terminating the contract  
23 with HDL, did ECC continue to maintain the same  
24 insurance policies it had with Erie?

25 A. No. I don't believe so. We weren't

1 ADAM D. WILSON - BY MR. BUTCHER

2 required to carry the umbrella policy that we were  
3 required to carry for HDL.

4 Q. Other than the umbrella policy, were there  
5 insurance policies that you continued to maintain  
6 after terminating the contract?

7 A. Yeah. We pretty much had the same  
8 insurances that we worked with.

9 Q. Do you have cell phone records of calls  
10 that were made while you were contracting with HDL?

11 A. Maybe. I'm not 100 percent sure. I'd  
12 have to go back and get records.

13 Q. Have you performed any search of your  
14 records to determine if you have the cell phone  
15 records?

16 A. No.

17 Q. Do you have a r?sum? that you filled out?

18 A. Do I have a r?sum? filled out?

19 Q. Yes.

20 A. I have a r?sum?. That I filled out for  
21 HDL?

22 Q. No. When was the last time you updated  
23 your r?sum??

24 A. Probably ten years.

25 Q. Do you have a copy of that r?sum??

1  
2 C E R T I F I C A T I O N  
3 STATE OF NEW YORK:  
4 COUNTY OF MONROE:

5 I, CHRISTINE KESTER, do hereby certify  
6 that the foregoing testimony was duly sworn to; that I  
7 reported in machine shorthand the foregoing pages of  
8 the above-styled cause, and that they were produced by  
9 computer-aided transcription (CAT) under my personal  
10 supervision and constitute a true and accurate record  
11 of the testimony in this proceeding;

12 I further certify that the witness  
13 requests to review the transcript;

14 I further certify that I am not an  
15 attorney or counsel of any parties, nor a relative or  
16 employee of any attorney or counsel connected with the  
17 action, nor financially interested in the action;

18 WITNESS my hand in the City of Rochester,  
19 County of Monroe, State of New York.

20 Dated: December 13, 2019.

21 *Christine Kester*

22 CHRISTINE KESTER

23 Freelance Court Reporter and

24 Notary Public No. 01KE6093245

25 in and for Monroe County, New York

# **EXHIBIT 28**

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

- - - - -x

MIKE KLOPPEL AND ADAM WILSON,  
on behalf of themselves and all  
other similarly situated persons,  
Plaintiffs,

Index No.

vs.

6:17cv-06296-FPG

SEARS HOLDINGS CORPORATION, SEARS  
ROEBUCK & COMPANY,  
AND HOMEDELIVERYLINK, INC.,  
Defendants.

- - - - -x

DEPOSITION of ALEX DUNLOP, taken by  
Plaintiffs, held at the offices of Jackson Lewis, 58  
South Service Road, Melville, New York, on Wednesday,  
October 9, 2019, commencing at 10:02 a.m., before Jean  
Wilm, a Registered Professional Reporter, Certified  
Manager of Reporting Services, Certified LiveNote  
Reporter and Notary Public within and for the State of  
New York.

HUDSON COURT REPORTING & VIDEO

1-800-310-1769

1 Dunlop

2 A L E X D U N L O P ,

3 called as a witness, having been first

4 duly sworn/affirmed by Jean Wilm, a

5 Notary Public within and for the State

6 of New York, was examined and testified

7 as follows:

8 EXAMINATION

9 BY MR. SATTIRAJU:

10 Q Please state your name and address for  
11 the record.

12 A Alex Dunlop, 46 Bryces Court,  
13 Sicklerville, New Jersey 08081.

14 Q Good morning, sir.

15 A Good morning.

16 Q My name is Ravi Sattiraju. I am an  
17 attorney and I'm representing Mike Kloppel, Adam  
18 Wilson and a group of employees in a case against  
19 HomeDeliveryLink and some other entities.

20 You are here for a deposition today.  
21 Have you ever had your deposition taken before?

22 A Not for HomeDeliveryLink, no.

23 Q Have you ever had a deposition taken  
24 before at all?

25 A Yes.

1 Dunlop

2 three New York terminals. There was Syosset?

3 A Yes.

4 Q Buffalo?

5 A Yes.

6 Q And --

7 A Rochester.

8 Q Those three?

9 A Yes.

10 Q There are no others that you are aware  
11 of?

12 A No.

13 Q How long have you been a regional  
14 director?

15 A Two and a half years.

16 Q I am going to be asking you some  
17 questions about dates. Again, do your best.

18 A Okay.

19 Q So we are in October of 2019. So is  
20 it fair to say you got your regional director role  
21 sometime in early 2017?

22 A It was April -- yes, end of  
23 April 2017.

24 Q And you have had responsibility for  
25 New York since that time?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T E

STATE OF NEW YORK )

) ss.

COUNTY OF NEW YORK )

I, Jean Wilm, a Registered  
Professional Reporter and Notary  
Public of the State of New York, do  
hereby certify that the witness was  
duly sworn/affirmed by me.

I further certify that the  
foregoing deposition of ALEX DUNLOP,  
taken at the time and place  
aforesaid is a true and correct  
transcription of said deposition.

I further certify that I am  
neither counsel for nor related to  
any party to said action, nor in any  
wise interested in the result or  
outcome thereof.

IN WITNESS WHEREOF, I have  
hereunto set my hand this 17th day  
of October 2019.

---

JEAN WILM, RPR, CMRS, CLR



# EXHIBIT 29

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

MIKE KLOPPEL and ADAM WILSON, )  
on behalf of themselves and )  
all other similarly situated )  
persons, )  
)  
Plaintiffs, )  
)  
vs. ) Case No. 6:17-  
) cv-06296-FPG-JWF  
SEARS HOLDINGS CORPORATION, )  
SEARS, ROEBUCK & COMPANY, and )  
HOMEDELIVERLINK, INC., )  
)  
Defendants. )  
)

DEPOSITION OF RICARDO SIERRA  
Burbank, California  
Thursday, August 29, 2019

Reported by: Jeannette Correia  
CSR No. 10994

HUDSON COURT REPORTING &amp; VIDEO

1-800-310-1769

1                                   BURBANK, CALIFORNIA;  
2                           THURSDAY, AUGUST 29, 2019; 8:38 A.M.  
3                                   ---o0o---  
4

5                                   RICARDO SIERRA,

6           the witness, having been administered an oath in  
7   accordance with CCP Section 2094, testified as follows:

8  
9                                   EXAMINATION

10   BY MR. SATTIRAJU:

11                   Q   Sir, can I get your name for the record.

12                   A   Ricardo Sierra.

13                   Q   Mr. Sierra, have you ever had your  
14   deposition taken before?

15                   A   Yes.

16                   Q   How many times?

17                   A   Five to seven. I don't remember.

18                   Q   Have you had your deposition taken in any  
19   wage and hour litigation?

20                   A   Yes.

21                   Q   Okay. How many times have you had your  
22   deposition taken in a wage and hour litigation?

23                   A   Actually, specifically, to wage and hourly,  
24   no. I don't remember if that was the specifics. It's  
25   been about 10 years.

1           Q   How much time did you spend at those  
2 facilities? Would you routinely -- would you go visit  
3 them during the years?

4           A   No. Not specifically.

5           Q   Have you ever been there?

6           A   I've -- I've been there, yes, but not  
7 routinely. Not on schedule.

8           Q   How many times do you think you've been  
9 there?

10          MR. BUTCHER: Objection. Ambiguous.  
11 You can answer.

12          THE WITNESS: I can?

13          MR. BUTCHER: Yes, you can.

14          MR. SATTIRAJU: Actually, I'll withdraw. I'll  
15 reword it.

16          Q   How many times do you think you've been to  
17 each of the three New York locations?

18          A   I've been to Rochester once. I've been to  
19 Buffalo, in the last the five years, once. Before that  
20 I spent a little more time in Buffalo, but I don't  
21 remember the specific days.

22          Q   What about Syosset?

23          A   Syosset I've been to a handful of times, but  
24 in the last thee years, I've been -- I haven't been  
25 there in the last three years. So I don't remember the

1 other dates.

2 Q Is Syosset still in operation?

3 A Yes.

4 Q How many -- about how many trucks operated  
5 out of -- would operate out of Rochester on a given day?

6 A I don't -- I don't know.

7 Q What about Buffalo when it was open?

8 A Same difference. I don't know. It depends  
9 on time of year, time of day. Peak season, slow season.

10 Q Do you have a range or?

11 A I really don't.

12 Q Could you give me a range or an  
13 approximation?

14 MR. BUTCHER: Objection. Ambiguous.  
15 You can answer it.

16 THE WITNESS: I -- I really can't.

17 BY MR. SATTIRAJU:

18 Q What about Syosset?

19 A Same difference.

20 Q Is Syosset -- do you remember if Syosset was  
21 a big -- a bigger or busier facility than Rochester or  
22 Buffalo?

23 A It was, yes.

24 Q I mean, would you estimate there were more  
25 than 20 or 30 trucks there operating daily?

1           A    They keep -- keep performance indicators  
2   that they share, at times through us, that they share  
3   directly, that they post for each -- each delivery team.

4           Q    Well, I -- I deposed Mr. Rex yesterday, and  
5   my understanding was that the performance metrics for  
6   the teams were -- that that information came from Sears.

7                   Is that correct or does it come from Innovel  
8   Solutions?

9           A    It comes from Innovel Solutions.

10          Q    Okay. Does -- does Innovel provide that  
11   information to Sears as well or the retailer?

12          A    Yes.

13          Q    So when you're saying that there are  
14   performance metrics, are you talking about the -- after  
15   every delivery, the customer is asked to do a rating,  
16   correct?

17          A    I couldn't answer that. I don't know for  
18   sure. It --

19          Q    Okay.

20          A    -- all depends on the survey company that  
21   Innovel Solutions and/or Sears, Costco, e-Bay, La-Z-Boy,  
22   whoever the retailer is on the truck, Costco, whoever  
23   they use will conduct a survey. But it -- it varies by  
24   client.

25          Q    Okay. So the information could either come

1 STATE OF CALIFORNIA )  
 ) ss:

2 COUNTY OF KINGS )  
3

4 I, JEANNETTE CORREIA, do hereby certify:

5 That I am a duly qualified Certified Shorthand  
6 Reporter, in and for the State of California, holder of  
7 certificate number 10994, which is in full force and  
8 effect and that I am authorized to administer oaths and  
9 affirmations;

10 That the foregoing deposition testimony of the  
11 herein named witness was taken before me at the time and  
12 place herein set forth;

13 That prior to being examined, the witness named  
14 in the foregoing deposition, was duly sworn or affirmed  
15 by me, to testify the truth, the whole truth, and  
16 nothing but the truth;

17 That the testimony of the witness and all  
18 objections made at the time of the examination were  
19 recorded stenographically by me, and were thereafter  
20 transcribed under my direction and supervision;

21 That the foregoing pages contain a full, true  
22 and accurate record of the proceedings and testimony to  
23 the best of my skill and ability;

24 That prior to the completion of the foregoing  
25 deposition, review of the transcript was not requested.

1 I further certify that I am not a relative or  
2 employee or attorney or counsel of any of the parties,  
3 nor am I a relative or employee of such attorney or  
4 counsel, nor am I financially interested in the outcome  
5 of this action.

6

7 IN WITNESS WHEREOF, I have subscribed my name  
8 this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

9

10

11

12

\_\_\_\_\_  
JEANNETTE CORREIA, CSR No. 10994

13

14

15

16

17

18

19

20

21

22

23

24

25